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VOL. XLVII., No. 19.

The Solicitors' Journal and Reporter.

LONDON, MARCH 7, 1903.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

MR. JUSTICE WRIGHT has undertaken, in conjunction with the additional judge of the King's Bench Division, the trial of the actions in the non-jury list.

WE HAVE often referred to the important case of *Re v. Licensing Justices of Farnham* (50 W. R. 575), which decided that licensing justices themselves may be objectors to the renewal of licences on the ground that there are too many licensed houses in the division. It is stated that a petition of appeal against the decisions has been presented to the House of Lords, so that the law on the subject is likely to be settled by the decision of the supreme tribunal.

THE COUNTY COURTS Jurisdiction Extension Bill, which proposes to extend the jurisdiction of the county courts from £50 to £100, had the good fortune to receive a second reading in the House of Commons on the 27th ult., and was referred to the Standing Committee on Law; the Attorney-General, however, reserving to the Government complete liberty of action as to the future stages of the Bill. He expressed an opinion that the matter should be dealt with on some more definite principle than that of the Bill; but it is to be hoped that he will come to see that in the meantime the measure may well be accepted as a stage on the way to the more complete legislation which he desires.

THE BILL for enabling the Incorporated Law Society, as the Registrar of Solicitors, to exercise its discretion as to renewing the certificates of bankrupt solicitors, subject to an appeal to the Master of the Rolls, was less successful; the House being counted out. The objection, which was urged by an Irish member, that the object of the Bill was to treat as a crime that which might not be a crime, was absurd: the proposal is to leave the matter in

the discretion of the Council, who, before refusing to renew the certificate, will no doubt carefully consider the circumstances of each bankruptcy.

THE PRESIDENT of the Birmingham Law Society, in his address at the annual meeting, is reported to have suggested that solicitors should take care that in any wills which they prepared provision should be made for auditing the accounts of the executors and trustees. We rather fear that this is a counsel of perfection, for we imagine that testators in general would be unwilling to burden their estates with the cost (at ordinary accountants' fees) of an annual audit. We may claim to have some considerable acquaintance with wills, ranging from those of millionaires to those of small property owners, and in no single case, except where a business was directed to be carried on solely or in partnership, do we recall an instance of the insertion of such a provision. Nevertheless, the suggestion is well worthy of consideration in cases where estates are of sufficient magnitude to justify the expenditure, and it would not be amiss for the Birmingham Law Society to have prepared a common form clause which might be suggested for the consideration of testators.

MR. JUSTICE DARLING, in a case heard last week, made some observations upon section 1 of the Betting Act, 1853, and appears to have assumed that, where betting with a bookmaker is done by correspondence or by telephone, his correspondents cannot be said to "resort" to his office within the meaning of the prohibition in the section of keeping any house, office, room, or other place for the purpose of the owner or any person using the same "betting with persons resorting thereto." We are far from suggesting that this is not the law, but, so far as we know, the point has not been expressly decided. If it should be held that, to bring a case within the section, the bet must be made with persons as and when they physically resort to the betting-house, the time has surely come for an amendment of the Act. It cannot be supposed that the mischief which the statute introduced by Sir ALEXANDER COCKBURN was intended to remedy does not exist just as much when the "client" sends a message by post or through the telephone as when he enters the office of a bookmaker and then and there transacts business with him.

AN ACTION just tried at the Liverpool Assizes related to one of the schemes for the amalgamation of the businesses of a number of persons, called by the horrid name of "combines," which attract so much attention in this country and the United States. It has been frequently alleged that the object of these "combines" is to raise prices, but the result of the action shews that it is not always safe to say so. This plaintiff had promoted a scheme for a combination of bill-posting businesses in Lancashire and Yorkshire. He had secured an option to purchase a number of these businesses, but the defendants, "The Manchester Bill-posting Co.," refused to join in the scheme, and shortly after the issue of his prospectus, they inserted an advertisement in the newspapers giving the names of firms who had no intention of joining any "combination to raise prices." They also circulated a poster headed "Caution to investors and advertisers," giving the names of the firms in question as being unconnected with any "combine." The plaintiff brought his action for libel, contending that the intention of the "combine" was not to raise prices, but to reduce the expenses of trading, and that the notice had interfered with the success of the scheme. In the result, the jury gave a verdict for the plaintiff with substantial damages. A stay of execution was granted, and it will probably be contended that in the circumstances the statement made by the defendants was privileged.

THERE HAVE been of late several cases under the Sunday Observance Act, 1877, and one of these has just been decided by Judge RENTOUL in the City of London Court. The action was by the proprietors of *Lloyd's Newspaper* and the *Daily Chronicle* respectively to recover the price of copies of these newspapers supplied to a newsagent. The newspapers were delivered on Sunday morning, and the defendant relied on section 1 of the Act, which forbids any "tradesman, artificer, workman, labourer,

or other person whatsoever," to do or exercise any worldly labour, business, or work of their ordinary calling upon the Lord's Day. It appeared that the contract for the sale of the newspapers was made on a week-day, and that they were despatched to the defendant by railway late on Saturday night. In these circumstances judgment was given for the plaintiff, the judge holding, first, that the property in the goods had passed before Sunday morning; and secondly, that a newspaper proprietor was not a "tradesman" within the meaning of the section. The case was not the same as that where the newspaper proprietor delivers by his servants copies of his newspaper at an address in the town where the newspaper is published. That case might, we think, raise more difficulty. With regard to the other ground of the decision, the word "tradesman" has no very precise meaning, but it can scarcely be considered as *ejusdem generis* with a newspaper proprietor.

IN A RECENT issue we commented on the great number of foreign criminals who are at large in this country. Our remarks have been illustrated in a most forcible manner by the testimony which Mr. McCONNELL has lately given to the Royal Commission which is inquiring into the subject of alien immigration. No judicial officer in England has more experience of the criminal classes than Mr. McCONNELL, the chairman of the London County Sessions. He certainly tries far more prisoners than any other judge. He now testifies to the enormous number of foreigners tried before him, especially at the sessions on the north side of the Thames, and the rapid increase in the numbers. At these sessions in the year 1891 seven per cent. of the persons indicted were foreigners. This percentage had risen to eleven in the year 1900; whilst in the year 1902 no less than thirteen per cent. of the total number of prisoners tried were aliens. There were very few acquittals in these cases. The chairman is convinced that there is an organized system of crime in London "carried on by foreigners, burglary being probably the principal crime practised." It is hardly surprising to read that he thinks there is a pressing necessity for some legal restraint. This opinion is very widely held, especially in London, and the time has come when Parliament must take up the question. The Government has apparently resolved to do something when the present commission makes its report; and it is to be hoped that the matter will be dealt with in no half-hearted fashion, and without much further delay. Not only is the demand urgent for powers of banishing these miscreants from our shores, when they have committed crimes against our laws; but there must be some means of preventing persons who have committed crimes in their own countries from landing in this country at all. Paupers, too, especially the feeble and diseased, should be restrained from coming to England to be burdens upon the rates or else to lower the rate of wages and the amount of work which should go to our own people. Most of our colonies, the United States, and nearly all European countries protect themselves from undesirable aliens. It is full time that our Legislature should give us some sort of protection from what is becoming a most serious evil. It is gratifying to see that a Bill has, within the last few days, been introduced which practically embodies the suggestions made recently in these columns, and proposes to give judges power to pronounce a sentence of deportation on alien convicts, and also proposes that any alien found in this country after being deported shall be guilty of a misdemeanour. As, however, this Bill is promoted by a private member, its fate is, to say the least, doubtful.

A QUESTION of considerable importance was raised this week before a Divisional Court of the Probate, &c., Division in the case of *Lawson v. Lawson*. The respondent had taken proceedings, under section 5 of the Licensing Act, 1902, against his wife, charging her with being a habitual drunkard, and asking for a separation order. The evidence that she was a habitual drunkard was clear, and the magistrate granted the order asked for. The wife now appealed to the High Court against the magistrate's decision, contending that the respondent was disentitled to the relief asked for, as he himself was guilty of a matrimonial offence in deserting his wife. It appears that the respondent

had admitted having left his wife some six months before the proceedings, and having refused to return to her because of her drunken habits and violence. It was argued, however, that there was no justification in law for his leaving her, and that the respondent's conduct amounted to desertion; also that it is a husband's duty to protect his wife, and that the respondent's unjustifiable desertion of his wife had aggravated her state, and was partly accountable for the misconduct. This was clearly an attempt to introduce into courts of summary jurisdiction the somewhat complicated principles and practice of the Divorce Division. If this attempt had succeeded (as it did not) the usefulness of the Act to the husbands of drunkards would have been very much impaired. The court, on the facts, came to the conclusion that the respondent was justified in leaving his wife, and that his conduct did not in law amount to desertion, there being a reasonable excuse. The court also was of opinion that the practice of the High Court is not to be introduced into the police courts, which act only under express statutory powers. The section which gives these powers provides that "where the wife of a married man is a habitual drunkard, the married man shall be entitled to apply" for a separation order, which is to "have the effect in all respects of a decree of judicial separation on the ground of cruelty." There is nothing in the Act which makes the granting of this order dependent on the practice of the High Court; but the Act does provide that, *mutatis mutandis*, the Summary Jurisdiction (Married Women) Act, 1895, shall apply to applications and orders under the section. Now section 6 of the last-mentioned Act provides that no order shall be made when the applicant is proved guilty of adultery. This, however, is the only limitation on the discretion of the court, and the recent decision will probably prevent further attempts to limit that discretion in other directions.

It might have been supposed that it was too late in the day to contend that a "tied-house" covenant is not to be taken into account in assessing the compensation to be paid when licensed premises are taken for public purposes, but this has been done in *Chandler's Wiltshire Brewery Co. v. The London County Council* (ante p. 319). A public-house, upon a lease of which a rent of £47 was reserved, was sub-demised by a brewery company at the same rent, but subject to a covenant tying the house to the brewery for the remainder of the lease. The premises were taken by the London County Council under the Housing of the Working Classes Act, 1890, and compensation was claimed by the brewery company on the footing that the loss of the benefit of this covenant was to be taken into account. Apart from the covenant, of course their loss was nominal, and the arbitrator made an alternative award, finding that the compensation should be £653 if the loss of the covenant was included, and otherwise 10s. With regard to the compulsory taking of public-houses generally, it was settled by *Bourne v. Mayor of Liverpool* (33 L. J. Q. B. 15) that, if the house is held upon a lease which contains a covenant of the nature in question, the additional value which this covenant gives must be taken into consideration in fixing the compensation to be paid to the owner. In *Re An Arbitration between the London County Council and the City of London Brewery Co.* (46 W. R. 172; 1898, 1 Q. B. 387), the valuation was made under the very special provisions of a private Act for making an approach to the Tower Bridge, which excluded trade interests from the valuation of the owner's interest, and the case is therefore not of general importance. But in *Belton v. London County Council* (41 W. R. 315) it was held that the reversion in a public-house should be valued upon the footing of the premises being licensed premises, and similarly, since it is now well settled that a "tied house" covenant runs with the land (*Clegg v. Hands*, 44 Ch. D. 503; *White v. Southend Hotel Co.*, 1897, Ch. 767; *Manchester Brewery Co. v. Coombs*, 1901, 2 Ch. 608), the benefit of it ought to be regarded as a part of the premises. Under the Housing of the Working Classes Act, 1890, the compensation for lands taken is to be assessed under section 21 upon the "fair market value," and *WRIGHT, J.*, held in the present case that the claimant was entitled, upon the assessment of their value, to have the covenant taken into account, so that the higher award—namely, £653—was payable.

AN APPLICATION of rather an unusual character was made at the last brewster sessions for St. Margaret's, Westminster. It appeared that a large block of flats called Park-mansions had been recently erected at Albert-gate, Knightsbridge, and on the ground floor of these flats there was a restaurant called "The Cafe Regina," for which a licence to sell wine and beer on the premises had been obtained. The applicant, who was the holder of this licence and the occupier of one of the flats contained in the mansions, now applied for a full licence in respect of the restaurant, and also for permission to extend the full licence to the flats by making an entrance to them from the first floor of the restaurant, in order that persons occupying the flats might not be compelled, as they otherwise would be, to go forth into the street in order to visit the restaurant. It was not proposed to erect any bar or buffet, and the sales were only intended to take place from the first and second floor, and not for the use of the public, but only for the use of those residing in the mansions. In opposition to the application, evidence was given that there was already a public-house next door to the mansions, and another on the opposite side of the street; and it was not disputed that the occupiers would be able, if they wished, to store wine, beer, and spirits in their rooms. And it was urged that the licence ought only to be granted if it were for the interest of the public, and not where, as in the present instance, it was only for the convenience of the tenants of the flats. The bench dismissed the application, except so far as it was limited to the restaurant. It may, at first sight, seem that the case resembles that of a building like Queen Anne's-mansions, which contains a restaurant for the use of the tenants, and where there could be no objection to the licence, even though the neighbourhood were well supplied with public-houses. But in the case before the justices, the application was to enable the tenants to have a private access to a public restaurant, and we can understand that cases might arise in which this privilege might interfere with the proper control over the restaurant.

THE COURT of Appeal have, in *Re A Debtor* (reported elsewhere), overruled the construction placed on section 1 of the Money-lenders Act, 1900, by *RIDLEY, J.*, in *Wilton v. Osborn* (1901, 2 K. B. 110), and have interpreted the Act in a manner consonant, it may be, with the intentions of the Legislature, but hardly reconcilable with the words used. The section enables the court to re-open a money-lending transaction when there is evidence that the interest charged is excessive, or that the amounts charged for renewals, &c., are excessive, "and that in either case the transaction is harsh and unconscionable, or is otherwise such that a court of equity would give relief." Now, the grammatical effect of these words seems to be to confine the interference of the court to cases where equity would give relief, whether on the ground of the transaction being harsh and unconscionable or otherwise. The position of the words "or is otherwise" makes the reference to equitable relief control the entire provision. That this was the natural effect of the enactment was perceived as soon as it had been placed upon the statute book, and the section was thus construed by *RIDLEY, J.*, in *Wilton v. Osborn* (*supra*). The circumstances under which equity will relieve were reviewed by *DENMAN, J.*, in *Nevill v. Snelling* (29 W. R. 375, 15 Ch. D. 679), and he came to the conclusion that the test was, whether the dealings had been fair, and whether undue advantage had been taken by the moneylender of the weakness or necessities of the person raising the money. The Court of Appeal have, however, in *Re A Debtor* declined to give the above effect to the words "or is otherwise," and have held that the clause is separable into two parts. Provided the charges for interest or for renewals, &c., are shown to be excessive, then the court can interfere, either on the ground of the transaction being harsh and unconscionable, without any reference to the equitable doctrine, or upon some ground which would call for relief in equity. The result is a beneficial interpretation of the Act, and there is no reason to quarrel with it. The Master of the Rolls, indeed, said that it carried out the grammatical meaning of the words. How this may be every reader of the Act can judge for himself, but the difficulty which has arisen in construing it shews that the intentions of the Legislature might with advantage have been expressed more clearly.

THE CASE of *Kolchmann v. Maurice* (ante, p. 295) recalls the difficulties which have been experienced in previous cases in enforcing a charging order on shares obtained under a judgment where the defendant is out of the jurisdiction. Section 14 of the Judgments Act, 1838 (1 & 2 Vict. c. 110), under which such charging orders are made, enacts that the order "shall entitle the judgment creditor to all such remedies as he would have been entitled to if such charge had been made in his favour by the judgment debtor." Now before the Judicature Acts the remedy of the judgment creditor was to bring a suit in equity to have the charging order enforced by sale, but in *Leggott v. Western* (32 W. R. 460, 12 Q. B. D. 287) an attempt was made to take advantage of section 24 of the Judicature Act, 1873, and to obtain an order for sale in the original action. The judgment creditor relied on sub-section 7, which empowers the High Court in every cause or matter pending before it to grant "all such remedies whatsoever as any of the parties thereto may appear to be entitled to in respect of any and every legal or equitable claim properly brought forward by them respectively in such cause or matter." But it was held by the Divisional Court (LOPES and CAVE, JJ.) that the clause only applied so as to enable the court to deal with all claims before it in the action; it did not extend to enable the court to order a foreclosure or sale where this was no part of the relief claimed in the action. And this view has now been affirmed by the Court of Appeal in *Kolchmann v. Maurice*. When, however, the judgment creditor, finding himself thus compelled to institute fresh proceedings, desires to do so, he is met, should the judgment debtor happen to be abroad, with a fresh difficulty. His proper course would be to commence an action by writ and apply for leave to serve the writ out of the jurisdiction, but the cases in which such service can be allowed are defined by R. S. C. ord. 11, r. 1, and there is no clause of the rule under which the case can be brought. It has been attempted to make out a breach of contract so as to take advantage of clause (e), but the Court of Appeal have held in the present case that the clause is inapplicable, and the judgment creditor is therefore left with a charge which he has no means of enforcing. This is a result which is hardly creditable to our procedure, and as the point is by no means new, the defect might well have been remedied long ago.

The Land Transfer Acts and the Legal Estate.

WE propose to deal more fully hereafter with the very important judgment which has been delivered by COZENS-HARDY, L.J., in *Capital and Counties Bank v. Rhodes* (reported elsewhere), but at first sight it seems to show that compulsory registration, as introduced by section 20 of the Land Transfer Act, 1897, is not incompatible with the ordinary system of conveyancing; that, on the other hand, when by a single entry on the register the requirement of the section has been complied with, the register may on subsequent dealings be ignored, and the land sold and mortgaged or otherwise disposed of by unregistered instrument. This result follows from the fact that the essential point in conveyancing, whether on or off the register, is the vesting of the legal estate, and, provided an owner or a mortgagee can make sure that he has and can retain the legal estate, he is not concerned with anything further. But the Land Transfer Acts do not, as COZENS-HARDY, L.J., points out, except incidentally, mention the legal estate. The possession of such estate is certainly no incident of registered proprietorship, for the registered proprietor may be a mere nominee of the legal owner (section 5 of the Act of 1875). The registered proprietor can, indeed, under section 30 of the Act of 1875, confer on a transferee "an estate in fee simple" in the land, free from all other estates and interests, except incumbrances mentioned on the register and other rights reserved by the Act, and doubtless the estate which he would thus create would be a legal estate; but if he is not the legal owner himself, he creates the new estate by virtue of an overriding power. It is this power, of course, which has to be borne in mind in carrying on dealings with registered land off the

register, but there seems to be no reason why it should not be effectually curbed by the entry in the register of a restriction or a caution.

Apart from this overriding power, the Land Transfer Acts touch on the legal estate only in section 20 of the Act of 1897 and in the corresponding provision of rule 59 of the Land Transfer Rules with respect to leaseholds. Under section 20 registration is an essential preliminary to acquiring the legal estate under any conveyance on sale, but "conveyance on sale" is defined to mean an instrument conferring a title under which an application for first registration may be made, and hence the compulsory effect of the section is exhausted so soon as a purchaser has once been registered. His right to deal subsequently with the land off the register is preserved, as COZENS-HARDY, L.J., has pointed out, by section 49 of the Act of 1875. That section provides that, subject to the maintenance of the estate and right of the registered proprietor, any person, whether the registered proprietor or not, having a sufficient estate or interest in the land, "may create estates, rights, interests, and equities in the same manner as he might do if the land were not registered; and any person entitled to or interested in any unregistered estates, rights, interests, or equities in registered land may protect the same from being impaired by any act of the registered proprietor by entering on the register such notices, cautions, inhibitions, or other restrictions as are in this Act in that behalf mentioned." The generality of these words shews clearly enough that the legal estate may pass by such unregistered dispositions, and the grantee of such legal estate is expressly empowered to protect it against any exercise by the registered proprietor of his rights under the Act to transfer or charge the land.

The learned Lord Justice suggests that purchasers will still for their safety require registration, and we do not wish to minimize the risk there may be in leaving the statutory powers of a registered proprietor in the hands of a man who has ceased to have any interest in the property. But, none the less, the tendency of the judgment is to shew that private conveyancing need only give way to the register on the solitary occasion when, in a compulsory area, the first purchaser is bound to be registered in order to acquire the legal estate. The framers of the Act made use of the legal estate as a means of compelling purchasers to place the land upon the register, and they took care that, once on the register, it should not be removed, but they did not safeguard the system of registration by requiring that the legal estate should always be associated with the registered title, and in practice it is the legal estate which is of primary importance in dealings with land.

That this is so is sufficiently shewn by the course which it has been found necessary to pursue with regard to registered mortgages. The Act of 1875, by sections 22 to 28, gives to a registered proprietor power to charge the registered land, and defines the rights of the person in whose favour the charge is created, but it omits to confer upon such latter person the legal estate, and this has to be done, either by a separate unregistered mortgage, which is the more satisfactory way, or by adding words of conveyance to the registered charge. It was a charge of the latter kind which was in question in *Capital and Counties Bank v. Rhodes*, and the Court of Appeal held that, by virtue of the legal estate which it conferred, the mortgagees were entitled to recover the rent due under a lease of the property. But the legal estate is equally efficacious whether it is on or off the register. The system of the Land Transfer Acts, indeed, leaves ordinary conveyancing untouched, and for anything that appears at present it seems quite possible for landowners, even in compulsory districts, to be satisfied with unregistered assurances. Sooner or later, no doubt, a purchaser will insist, under section 16 (2) of the Act of 1897, on having the registered title restored, but COZENS-HARDY, L.J., has pointed out the sections under which this can be done. They are section 95 and the adjacent sections of the Act of 1875, which deal with rectification of the register. Much, of course, in the judgment has been recognized before, and the failure of registration to make due provision with regard to the legal estate is no new discovery. The importance of the judgment lies in the judicial recognition that compulsory registration may be limited to a single entry, and that ordinary conveyancing, since it secures the protection of the legal estate, may well supplant the register even in a compulsory district.

The Banker's Overdrafts of Local Authorities.

I.

In the case of individual traders, and of trading companies and corporations, their banker's overdraft is almost a necessary feature of their business, and ensures a flexibility in their financial operations and arrangements which it would be almost impossible to obtain in any other way. It is not surprising, therefore, to find—and, indeed, it has been a matter of common knowledge for many years—that, not only trading corporations, but all local authorities have endeavoured either to find within the four corners of the statutes regulating their powers, or to get express authorization for, the right to make use of this extremely useful financial expedient. In the recent report of the Select Committee on the Repayment of Loans by Local Authorities this subject of overdraft came up in connection with its use as a means for extending the repayment of loans over very long periods, and the report states that many corporations, without any statutory authority whatever, obtain from time to time by overdrafts considerable sums, both on capital and current account, and that the period for repayment, if any, of such unauthorized borrowings is entirely a matter for arrangement between the parties, and consequently may be prolonged for an indefinite period. Now, it is of very great importance that both the local authorities themselves and bankers who grant them overdrafts should clearly understand how far such overdrafts as these are *ultra vires* or not. Bankers especially run very great risk if they allow an overdraft to a local authority without proper security. In considering this question of overdrafts it is necessary to distinguish between local authorities created by the Local Government Acts, such as county and urban and rural district councils, and local authorities, such as municipal corporations, which are created, not by Act of Parliament, but by royal charter—that is, corporations which may be called corporations at common law. This distinction between statutory and common law corporations is of very great importance in considering whether overdrafts at their bankers are *ultra vires* or not. For in the case of a statutory corporation there must be found within the four corners of the Act of Parliament by which the corporation has been created something to justify the assumption of the power which it claims to exercise, and, if there is nothing in the Act to justify the assumption of such power, then the power does not exist: *Ashbury Railway Carriage, &c., Co. v. Riche* (L. R. 7 H. L. 653). But in the case of a corporation created by royal charter, it may be plausibly argued that that doctrine does not apply, and that, inasmuch as a municipal corporation is not within that doctrine, many acts of the council of a municipal corporation will be *intra vires*, which are not authorized by any statute, and which are within the general powers of a common law corporation. That county and district councils are not upon the same footing as municipal corporations in this respect, was decided in *Attorney-General v. London County Council* (1901, 1 Ch. 797).

Considering, then, in the first place the position of local authorities created by statute with respect to overdrafts, the question must always be, does the statute give the power to borrow money on overdraft? For it is too late now to contend that an overdraft is anything else in substance but a loan. This was decided in *Reg. v. Reed* (5 Q. B. D. 483). Although the overdraft is merely upon current account, and not in form a direct loan, yet it is equally objectionable. Now, so far as county and district councils are concerned, their power to borrow is very strictly limited by statute—limited in the sense that the purposes for which they can borrow are clearly defined, and the methods by which they may borrow are also clearly defined, and that they are controlled in respect of the powers given by the Local Government Board. In every case the local authority can borrow only with the previous sanction of the Local Government Board, unless it has acquired power by Bill to borrow for some special purpose, such as the acquisition of gas or water or electric light or tramway undertakings. Most of the loans raised by county and district councils are

raised under the borrowing powers conferred upon them by sections 233 to 244 of the Public Health Act, 1875, and for the purposes of that Act and of the numerous kindred Acts since passed. These loans are raised generally by the machinery provided by the Local Loans Act, 1875, and the Public Works Loans Act, 1875 to 1900. Under none of these Acts is there any power apparently to authorise the local authority to raise money on overdraft, and in fact the Local Government Board are strongly opposed to overdrafts, holding that if the local authority require working capital to carry on any undertaking, they should get it by a short loan. Unless, then the local authority proceed by way of provisional order and obtain express power to have an overdraft, the local government auditor would disallow it, and, although the Local Government Board have the power to remit any surcharge, it is not probable that they would do so unless the circumstances were very exceptional. There is, of course, a great distinction between a banker's overdraft on current account merely for the purpose of meeting a temporary deficit, and an overdraft on capital account, which is really a convenient way of raising a loan for an indefinite period, and, though in the absence of express power they are equally illegal, the Local Government Board would be much more likely to remit any surcharge in the case of current, as opposed to capital, account.

Now it is well that this matter should be clearly understood, because there is no doubt that a practice has grown up which, although very convenient, is of very doubtful legality, for local authorities who have obtained the necessary sanction to raise loans, to borrow moneys from their bankers on capital account in anticipation of those loans, either because they wish to postpone to a more favourable opportunity the issue of stock, or because the expenditure incurred is only at first on a small scale, and they wish to wait till it amounts to a large sum before making any issue of stock, or for some other reason. As has already been pointed out, such an overdraft, unless sanctioned by provisional order, is illegal.

This system of borrowing by overdraft, both on current and capital account, is very much more prevalent, however, in the case of municipal corporations, and by means of these overdrafts they obtain borrowing powers for an indefinite period without any sanction of Parliament or of the Local Government Board. This is possible in the case of municipal corporations because they are not subject to Government audit. In one case, in the evidence given before the Committee on Repayment of Loans by Local Authorities, it appeared that it is the custom of one corporation to pay off loans, authorized by Parliament for a certain period, as they fall due by overdrafts from the bank. Now it is obvious that such a system would be very liable to abuse. It might be made the means of prolonging a loan long after the statutory limitation originally put upon it had expired. But, apart from an overdraft arising in this way, it is common knowledge that most municipal corporations have a large overdraft for various purposes in connection with their various undertakings. Especially is this so in respect of undertakings which, it is anticipated, will prove remunerative, such as tramways and electricity works. Now there is a very practical danger connected with this custom of municipal corporations of having a floating debt at their bankers in the shape of an overdraft in respect of these matters. Because, if, in fact, these undertakings do not turn out to be remunerative, and recourse has to be had to the general district rate, it may prove that the six months prescribed by section 210 of the Public Health Act, 1875, as the limit for a retrospective rate, may have expired, and therefore that the rate will be unenforceable. This actually happened in a very recent case of *Smith v. Southampton Corporation* (50 W. R. 651). In that case the corporation included in the general district rate certain sums representing deficits on the working of electrical works which represented liabilities incurred prior to the six months' limit. The corporation contended that such items did not exist as charges but were covered by the current overdraft; in fact, that, having paid their tradesmen by moneys borrowed from their bankers, the whole debt had become a debt due to the bank, and having been incurred, so far as the bank was concerned, within the six months' limit, was rightly included in the rate. But, as was pointed out by CHANNELL, J., the

argument of the corporation amounts to this—that the local authority may always have a floating debt arising from past expenditure, provided that that floating debt does not exceed six months' income, because if it does exceed six months' income they can always, by adjusting their accounts, and by borrowing the money from their bankers, say that the debt has been incurred within the six months.

(To be continued.)

Reviews.

Practice.

THE PRINCIPLES OF PROCEDURE, PLEADING, AND PRACTICE IN CIVIL ACTIONS IN THE HIGH COURT OF JUSTICE. By W. BLAKE ODGERS, M.A., LL.D., K.C. FIFTH EDITION. Stevens & Sons (Limited).

Mr. Odgers' book on Procedure is a good deal better reading than the Annual Practice, and, though the latter work must always be at hand, the lighter volume may well be kept equally near as a useful commentary upon it. We are glad, therefore, to see that a new edition has appeared, and that there has been an opportunity for incorporating the recent changes in the rules by which order 30 is made to harmonize with the practice under the rules generally. A feature of the book, which we may assume is attractive to students, and is by no means unpleasing to the practitioner, is the colloquial manner in which it is written. Mr. Odgers resolves to make his subject interesting, and he succeeds. This result is attained also by the free use of illustrations taken from the reports. Much practical information will be found on the all-important question of the mode in which evidence is to be given at the trial, and though the art of examining witnesses is not to be got out of books, the young advocate will do well to study the hints that are here given him. With respect to cross-examination, the wise advice is offered that "it is often safer to ask too little than too much." To take the witness through the whole of his story may simply result, as the author adds, in making him repeat his former evidence with greater emphasis and clearness, and bring out many minor incidents which corroborate his tale. In the section dealing with documents as evidence, we find the statement: "Counsel never take a stamp objection." This has probably been inserted by inadvertence, and it seems calculated to mislead. Of course it is the business of the court to take the objection, but the court may overlook it, and it is then the duty of counsel, if the matter is important to his client, to call attention to the omission. At least so, but for Mr. Odgers' assertion, we should have thought. The book contains an appendix of the rules specially affecting pleadings, and an appendix of precedents.

Books Received.

Compensation in Licensing. The Royal Commission, the Farnham Case, and the New Licensing Act. By Sir RALPH LITTLE, C.B., K.C., Chairman of the Quarter Sessions of Middlesex. Butterworth & Co. Price, 1s. net.

A Treatise on the Specific Performance of Contracts. By the Right Hon. Sir EDWARD FRY, sometime one of the Lords Justices of Appeal. Fourth Edition. By WILLIAM DONALDSON RAWLINS, K.C. Stevens & Sons (Limited).

Correspondence.

The Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—No attention has yet been paid to the urgent demand for a public inquiry into the system of land registration imposed upon the County of London. The failure of registration with a possessory title is admitted, and now we are told that "It is absolute title alone that will enable an ordinary landowner to deal with his land with the freedom and facility and entire absence of cost and delay that attends dealings with goods and stock. It is absolute title alone that will be accepted by a purchaser or mortgagee on his own responsibility without recourse to expert assistance." This is an extract from the recent official report on the Land Registry, and the statement is so attractive, and there are so few opportunities of testing its accuracy, that I should like with your permission to give my experience of a purchase with an absolute title.

The house and land purchased by me formed part of an estate registered some years ago with an absolute title. It was sold as a whole, subject to building covenants, and with the benefit of rights

of way, and my immediate vendor is selling it in plots with the benefit of the original and other rights of way and subject to more stringent building covenants. I need not go into the nature of the covenants, except to say that, whereas my vendor is under covenant not to erect more than four houses on an acre, a purchaser from him is under covenant not to erect more than two houses on an acre. The transaction is one of which there are thousands every month. To the "short, simple, printed form of transfer, to be purchased for a penny at any stationer's," it was necessary to add three pages of special clauses entirely beyond the ability of the ordinary landowner to draw. I completed my purchase, and on the 9th of December last I lodged the transfer at the registry; about a week afterwards I received an official plan for approval. I returned it the following day, calling attention to a material error; this was corrected, and I heard nothing more of the matter until the 14th of January, when I received the land certificate. I should like to describe this document. It began with the usual statement that I was registered with an absolute title; then followed the plan; then it set out in full the covenants contained in the transfer to myself; then followed the description of the land, omitting all reference to the original rights of way; then in the charges register was a summary of the original covenants with certain exceptions, followed by a statement that the land was subject to the covenants contained in the transfer to me.

Now, to this document I took the following objections: First, that it contained no reference to the original rights of way, and that I should have to prove my title thereto by outside evidence. This objection was acquiesced in by the registry officials, and the certificate was altered.

Secondly, that it appeared from the "Charges Register" that four houses on an acre might be erected, whereas I was limited to two houses on an acre. This they expressed themselves unable to alter.

Thirdly, I contended that if they stated the original covenants at all, they should do so without making exceptions. This they answered by expressing an opinion that the excepted covenants did not apply to the land I had bought, an opinion from which I venture to differ. The discussion as to the form of the certificate and its alteration occupied from the 14th of January to the 4th of February, so that I finally received my land certificate eight weeks after I had lodged my transfer.

The interposition of an official department between vendor and purchaser resulted in (1) a mistake in a plan admitted and corrected; (2) a mistake as to rights of way corrected but excused; (3) a dispute as to the interpretation of covenants, which still remains open for the benefit of a subsequent purchaser; (4) a statement as to the number of houses to be erected, obviously misleading, but in accordance with official forms; (5) eight weeks' delay; (6) a great increase of trouble and cost.

I wish to emphasise the fact that registration always means extra expense and delay.

A person competent to carry through a purchase of registered land without expert assistance is equally competent to carry through a purchase of unregistered land without expert assistance, and in the latter case has neither the trouble nor the expense of dealing with the Land Registry. Registration in my case added fifty per cent. to the expense of transfer, and in return I have received no benefit whatever. To those who believe in official conveyancing I commend the following remarks of Herbert Spencer: "Minds in which the conceptions of social actions are thus rudimentary, are also minds ready to harbour wild hopes of benefits to be achieved by administrative agencies." "The State should purchase the railway" is confidently asserted by those who every morning read of chaos at the Admiralty, or cross purposes in the dockyards, or wretched army organization, or diplomatic bungling that endangers peace, or frustration of justice by technicalities and costs and delays—all without having their confidence in officialism shaken. When there arises the question, 'Why does not Government do this for us?' there is not the accompanying thought, 'Why does not Government put its hand into our pockets and with the proceeds pay officials to do this instead of leaving us to do it for ourselves?' but the accompanying thought is, 'Why does not Government out of its inexhaustible resources yield us this benefit?'"

113, Chancery-lane, W.C., Feb. 28.

H. F. BROWN.

It is announced that Mr. Charles Henry Alderson, C.B., will resign the office of Chief Charity Commissioner at the end of the present week.

In the House of Commons, on Wednesday, in reply to Dr. Farquharson, who asked whether the Government will consider proposals to legalize in England a system similar to that which is in operation in Scotland for the private care of persons showing symptoms of incipient mental derangement who cannot be certified as insane, Sir Robert Finlay stated that the Government have already assented to the principle of such legislation, and a clause dealing with the subject was contained in the Lunacy Bill of 1900. That Bill was introduced by the Lord Chancellor into the House of Lords at the beginning of the Session, and was passed; it came down to the House of Commons on the 8th of March, 1900, but had to be withdrawn on the 16th of July.

Points to be Noted.

Conveyancing.

Sale of Leaseholds—Receipt for Rent as Evidence of Performance of Covenants.—According to the rule established by *Barnett v. Wheeler* (7 M. & W. 364), a vendor of leasehold property fails to make a good title if there has been a breach of the covenants in the lease which has not been remedied or waived, and it is the same although the purchaser was at the time of the contract aware of the breach. The provision of section 3 (4) of the Conveyancing Act, 1881, modifies this rule only to the extent of making the production of the receipt for the last rent evidence of the performance of covenants "unless the contrary appears." If the contrary does appear—that is, if the purchaser (upon whom the burden of proof now lies) shews that the covenants have not been performed—then the Conveyancing Act does not apply, and under the rule in *Barnett v. Wheeler*, the vendor must make the defect good. If, however, the breach is a breach of a covenant to repair, and the purchaser has bought at a reduced price by reason of the premises being out of repair, he will not be entitled to specific performance.—**RE HIGGETT AND BIRD'S CONTRACT** (C.A., Jan. 13) (1903, 1 Ch. 287).

Will—Direction that Share the Trusts of Which Fail shall Fall into the Residue.—The decision in *Humble v. Shore* (7 Hare 247) that a share, which is upon the failure of the trusts relating to it directed to fall into the residue, goes to the next-of-kin, and not to the other residuary legatees, has been overruled by *Re Palmer* (1893, 3 Ch. 369). Hence where the residue is given among four persons in equal parts, upon trusts for the legatees for life and then for their issue, with a direction that the share of any legatee dying without issue shall fall into the residue, upon the death of any legatee without issue, his whole share, original and accrued, goes over to the survivors; that is, the share of the one who dies first is divisible into thirds, and of the one who dies second into halves, no distinction being made between original and accrued shares.—**RE ALLAN, DOW v. CASSAIQUE** (C.A., Dec. 19) (1903, 1 Ch. 276).

Common Law.

Auctioneer Advertising Property for Sale—Person Claiming to be Owner Successfully Suing Auctioneer for Slander of Title—Liability of Principal to Indemnify Auctioneer.—The plaintiff, who was an auctioneer carrying on business in Paris, was employed by the defendants to sell on their behalf a certain mare, which they instructed the plaintiff to advertise under the name of Pentecost, and which they represented was so entered in the English stud book. The plaintiff obeyed his instructions; whereupon a French horse-breeder brought an action against the plaintiff in Paris, alleging that he was the owner of a mare imported from England and entered in the French stud book as Pentecost, and that the fact that another mare was advertised for sale under the same name had injured the value of his mare and caused him damage. The horse-breeder recovered judgment against the plaintiff, and the plaintiff had to pay damages and costs. The plaintiff then sued the defendants for an indemnity and damages. Bruce, J., who tried the action without a jury, found as a fact that the mare which the plaintiff was employed by the defendants to sell was the mare entered in the English stud book as Pentecost, and that the defendants' representation to the plaintiff as to the mare's identity was perfectly true. Held, by Bruce, J., on this finding of fact, that the defendants were not liable to indemnify the plaintiff, as the damages recovered against him were not due to any wrongful act on the part of the defendants, but to the fact that the French court was misled.—**HALBROWN v. INTERNATIONAL HORSE AGENCY AND EXCHANGE (LIMITED)** (1903, 1 K. B. 270).

Result of Appeals.

House of Lords.

Earl of Mexborough v. Savile. Orders appealed from reversed; order of Farwell, J., restored; respondent to pay appellant's costs here and below. Feb. 27.

Bartlett v. Volckman and Others. Orders appealed from affirmed; appeal dismissed with costs. Feb. 27.

Paton (Pauper) v. Lewthwaite or Paton (ex parte). Order appealed from affirmed; appeal dismissed. March 2.

Leitch and Others v. Glass. Order made on the 19th of February last on petition of appellants discharged; appellants allowed further time for giving usual security for costs. March 2.

Gardner v. Hodgson's Kingston Brewery Co. (Limited). Heard; consideration adjourned *sine die*. March 3.

Hulthen v. C. A. Steward & Co. Heard; consideration adjourned *sine die*. March 5.

Appeal Court I.

(Final List.)

In re an Arbitration. The Rural District Council of Godstone v. The Urban District Council of Caterham. Appeal of Caterham District Council from judgment of Mr. Justice Wright, dated April 29, 1902 (special case). Dismissed with costs. Feb. 27.

In the Matter of an Arbitration between the Manchester Carriage and Tramway Co. and the Lord Mayor, &c., of the City of Manchester and others (Purchasing Authorities). Appeal of the purchasing authorities from judgment of Mr. Justice Bigham (special case), dated July 28, 1902 (advanced by order). Dismissed with costs. Feb. 28.

(Interlocutory List.)

Geake v. Greenways and Others. Appeal of defendants from order of Mr. Justice Wright, dated Feb. 14, 1903. Allowed with costs of application only. March 2.

(To be mentioned (by order).)

Howden v. Yorkshire Miners. As to form of injunction. Settled by consent. March 2.

(Original Motions.)

Gerson v. Simpson. Application of defendant for stay of execution pending hearing of appeal (No. 45, New Trial Paper). £1,000 security ordered. March 2.

Pilbrow v. Idles and Others. Application of E. Pilbrow for leave to appeal notwithstanding out of time (by leave). Six days allowed to proceed in county court. March 2.

(Interlocutory List.)

Cunnington v. Laing. Appeal of defendant from order of Mr. Justice Phillimore, dated Feb. 13, 1903. Allowed with costs. March 2.

Salisbury v. Gould. Appeal of plaintiff from order of Mr. Justice Walton, dated Jan. 23, 1903. Allowed with costs. March 2.

Brassey v. Peck. Order varied on terms; case to be entered at Chester Assizes. March 2.

(Final List.)

Davidson v. Hooydonk & Co. (Limited). Appeal of plaintiff from judgment of Mr. Justice Wright, dated April 17, 1902, without a jury, Middlesex. Dismissed with costs. March 3.

(Interlocutory List.)

Von Fastenberg zu Herdringen v. Hatzfeldt Wildenburg. Appeal of plaintiff from order of Mr. Justice Phillimore, dated Feb. 23, 1903 (by order). Peremptory order to be heard on May 6. March 4.

(Final List.)

Lomer and Rennin v. Legar. Appeal of plaintiffs from judgment of Mr. Justice Bigham, dated May 13, 1902, without a jury, Middlesex. Dismissed with costs. March 4.

Holt v. Wren. Appeal of E. Holt (plaintiff) from judgment of Mr. Justice Wills, dated 1901, District Registry, Blackburn. Dismissed with costs. March 3.

Arthur Anderson v. Thomas Rayner. Appeal of defendant from judgment of Mr. Justice Wills, dated Feb. 26, 1902, without a jury, Liverpool. Allowed with costs. March 4.

New Grappler Pneumatic Tyre Co. (Limited) v. North Cheshire Rubber Co. (Limited). Appeal of plaintiffs from judgment of Mr. Justice Ridley, dated May 6, 1902, without a jury. Dismissed with costs. March 5.

Appeal Court II.

(In Bankruptcy.)

In re A Debtor (ex parte The Debtor), No. 1,285 of 1902. From a receiving order made by Mr. Registrar Hope, dated Feb. 2, 1903. Allowed; referred back to registrar. Feb. 27.

(General List.)

Wardroper v. Gibbs. Appeal of plaintiff from order of Mr. Justice Kekewich (set down Aug. 14, 1902). Dismissed with costs. March 2.

In re Davis. Davis v. Davis and Others. Appeal of plaintiffs from order of Mr. Justice Farwell (set down Aug. 23, 1902). Dismissed with costs on opening. March 3.

In re Henry Seamons and In re the Settled Land Acts. Appeal of the Trustees from order of Mr. Justice Farwell (set down Aug. 29, 1902). Dismissed with costs on opening. March 3.

Mauder v. Mauder. Appeal of defendant from order of Mr. Justice Joyce (set down Sept. 18, 1902). Dismissed with costs. March 3.

(Lunacy Matter.)

In the Matter of William de Quetteville, a person of unsound mind, not so found by inquisition. To stand over pending appeal. March 3.

(Original Motion.)

Reynolds v. Herbert Smith & Co. Application of respondents for security for costs of appeal (No. 91, Chancery General List). £50 security ordered. March 4.

Nathan v. Landau and Others. Appeal of defendant Landau from order of Mr. Justice Kekewich (set down Oct. 28, 1902). Dismissed with costs. March 4.

[Compiled by Mr. ARTHUR F. CHAPPEL, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

Re APPELEY. WALKER v. LEVER. Re APPELEY. WALKER v. NISBET. No. 2. 25th Feb.

WILL—CONSTRUCTION—TRUST FOR SALE—RULE AGAINST PERPETUITIES—CLASS ASCERTAINABLE WITHIN PRESCRIBED LIMIT.

This was an appeal from a decision of Byrnie, J. (reported 51 W. R. 153). R. Appleby by his will in 1848, having given his personalty, other than leaseholds, to trustees for sale and conversion and for investment as therein mentioned, and having given and devised his real and leasehold estates to his trustees, directed them to hold his real and leasehold estates and residuary personalty, and the stocks, funds, and securities of which the same might consist, upon certain trusts for his daughter Ann Skinner, the wife of J. H. Skinner, during her life. And after her death, in case she should leave J. H. Skinner, or any future husband surviving her, to pay the rents and profits, interest, dividends, and income to J. H. Skinner or such future husband during his life; and subject to these trusts the real and residuary personal estates were after the death of Mrs. Skinner to be held upon certain trusts for her children, and in default of children (which happened) after the decease of Mrs. Skinner and of any husband of hers, and of such failure of her children as aforesaid, the trustees were to sell the real and leasehold estates and hold the moneys to arise from the sale, and also the residuary personal estate, upon trust for certain persons and their children as therein mentioned, all of whom were ascertainable within the period allowed by law. The testator died in 1854. In the same year J. H. Skinner was appointed a trustee of the will together with the two trustees named in the will who had accepted the trusts. In 1873 these two other trustees died, leaving J. H. Skinner the sole trustee. In 1875 two new trustees were appointed—namely, the plaintiffs in the first summons. Ann Skinner died in 1882 without ever having had a child. J. H. Skinner died in 1890. In February, 1900, the surviving trustees took out the first summons against the beneficiaries and persons claiming under them asking for an inquiry who were the persons then entitled and in what shares to the residuary estate. Shortly afterwards one trustee, who was the legal personal representative of Mrs. Skinner, the sole next-of-kin of the testator, took out the second summons against the other trustee who was appointed to represent the heir-at-law of the testator, and against the persons claiming under the trust for sale, to have it declared that all the limitations after the death of J. H. Skinner were void for remoteness. Byrnie, J., held that the trust for sale was mere machinery and that the equitable interests in the property went to the persons who would have taken them under the trust for sale if it had been valid. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal. Their lordships held that there was a clear intention to benefit the persons named in the will, and that the present case was governed by the decisions in the cases of *Goodier v. Johnson* (30 W. R. 449, 18 Ch. D. 441), *Goodier v. Edmunds* (1893, 3 Ch. 455), and *Re Davenport* (42 W. R. 24; 1893, 3 Ch. 421). The appeal therefore failed.—COUNSEL, *Mulligan, K.C., and Waley; Norton, K.C., and Turner; Levett, K.C., and Potts; Younger, K.C., and MacSweeney; Rowden, K.C., and R. Hughes; Carson, K.C., and Beddall; Douglas; E. P. Hewitt. SOLICITORS, S. J. Daw; Capron, Hitchins, Brabant, & Hitchins; Walter Turner; Iliffe, Henley, & Sweet; Stuart & Tull; Blozam, Ellison, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re BLAGRAVE'S SETTLED ESTATES. No. 2. 25th Feb.

SETTLED LAND—IMPROVEMENTS—CAPITAL MONEY—ADDITIONS WITH A VIEW TO LETTING—STRUCTURAL ADDITIONS—ELECTRIC LIGHT INSTALLATION—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 25—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 13 (II.).

This was an appeal from a decision of Joyce, J. A summons was taken out under the Settled Land Acts, 1882 to 1890, by Mr. Henry Barry Blagrove, the tenant for life of the Calcot-park and other estates in the county of Berks, settled by the will of the late Mr. John Henry Blagrove, asking that the sum of £1,307 10s. 2d. might be allowed to the applicant for the expenses incurred by him in providing electric light installation, including an engine or dynamo-house, for the mansion-house of Calcot-park. Joyce, J., allowed the cost of the engine or dynamo-house, which stood at some distance from the mansion-house: but upon the authority of a decision by Buckley, J., in *Re Clarke's Settlement* (50 W. R. 585; 1902, 2 Ch. 327), he held that electric lighting plant was not an "improvement" for which expenditure out of capital moneys could be allowed under the Settled Land Acts. From that decision the tenant for life appealed. The question depended upon the meaning to be attributed to section 13, sub-section 2, of the Settled Land Act, 1890, as supplemented by section 25 of the Settled Land Act, 1882. Section 13, sub-section 2, of the Act of 1890 provides that "improvements authorized by the Act of 1882 shall include making any additions to or alterations in buildings reasonably necessary or proper to enable the same to be let." Section 25 of the Act of 1882 states that the "improvements" authorized by the Act are "the making or execution on, or in connection with, and for the benefit of settled land" of any of the works mentioned in the section "and any operation . . . necessary or proper for carrying into effect any of those purposes, and for securing the full benefit of any of those works or purposes."

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—This is really an appeal from the decision of Buckley, J., in *Re Clarke's Settlement* (50 W. R. 585; 1902, 2 Ch. 327). The question is whether the tenant for life is entitled to have paid to him out of the settlement capital moneys the expenses which he has incurred in electric light installation for the mansion-house. His right depends upon section 13 (2) of the Settled Land Act, 1890, as supplemented by section 25 of the Act of 1882. The first argument is that the tenant for life has been held to be entitled to be paid out of capital money the expenses of putting up a house to hold the electric plant; he is now in consequence entitled to say that he cannot get the full benefit of this house unless he can put the electric plant into it; in other words, he says that the electric plant, &c., are accessories to this house. That seems to me to be a reversal of the ordinary procedure, and I do not think that the argument can be supported at all. Then is this electric plant an "addition" to the building within section 13 (2) of the Act of 1890. Buckley, J., has held that it is not, and I agree with that decision, which is based upon the decision of Chitty, J., in *Re Gaskell's Settled Estates* (42 W. R. 219; 1894, 1 Ch. 485). In that case Chitty, J., does not use the word "structural," but it seems to me that he must have considered that the word "addition" in section 13 (2) means structural addition. You can have only three kinds of "additions" to buildings—loose chattels, fixtures, and structural additions, and it seems to me impossible that in construing the section you should have any alternative sort of structural addition. Putting wires, therefore, in a house, or an engine in an engine-house, is not an "addition" within the Act, and the appeal must fail.

ROMER, L.J.—I agree with Chitty, J., in *Re Gaskell*, and Buckley, J., in *Re Clarke*, and I think that the decisions in those cases govern the present case. The appellant is obliged to admit that there is nothing in the Settled Land Acts which deals specifically with the lighting of a mansion-house either by electricity or gas. He is therefore obliged to bring this installation of electricity within section 13 (2) of the Act of 1890. It seems to me that when the Legislature there speaks of "additions to or alterations in buildings" it refers to something which is itself in the nature of a building. In the present case it appears to me that even if the dynamo-house which has been allowed comes within the sub-section, the installation of electric light does not. I am bound to say I do not quite know how the learned judge came to allow the cost of the dynamo-house, considering that it is some distance from the mansion-house, and it is difficult to see how it can be an addition to the building, but that point is not before the court.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *Dibdin, K.C., and Errington; Garnett. SOLICITORS, Bridges, Sawtell, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re A DEBTOR. Ex parte THE DEBTOR. No. 2. 27th Feb.

MONEY-LENDER—HARSH AND UNCONSCIONABLE TRANSACTION—RE-OPENING—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 1.

This was an appeal from a receiving order made by Mr. Registrar Hope. The question turned on the construction of section 1 of the Money-lenders Act, 1900. The petitioning creditor was a money-lender from whom the debtor had borrowed small sums of money at rates of interest amounting in one case to 80 per cent. per annum, in another case to so much as 200 per cent. The total amount lent was £50. The creditor had recovered final judgment under order 14, and had served the usual bankruptcy notice. At the hearing of the petition the debtor claimed relief under the Money-lenders Act, 1900, on the ground that the interest charged was excessive. The registrar had felt himself debarred from reopening the transaction by reason of the decision of Ridley, J., in *Wilson v. Osborn* (1901, 2 K. B. 110, 49 W. R. Dig. 124), which had since been followed by Channell, J., in *Barnett v. Corunna* (reported in *The Times* of 16th June, 1902). Both learned judges had held that excessive interest was not of itself sufficient ground for affording relief under the said Act. The debtor appealed. Section 1, sub-section 1, of the Act is as follows: "Where proceedings are taken in any court by a money-lender for the recovery of any money lent after the commencement of this Act, in respect of money lent either before or after the commencement of this Act, and there is evidence which satisfies the court that the interest charged in respect of the sum actually lent is excessive, or that the amounts charged for expenses, inquiries, fines, bonus, renewals, or any other charges are excessive, and that, in either case, the transaction is harsh and unconscionable, or is otherwise such that a court of equity would give relief, the court may reopen the transaction, and take an account between the money-lender and the person sued, and may, notwithstanding any statement or settlement of account or any agreement purporting to close previous dealings and create a new obligation, re-open any account already taken between them, and relieve the person sued from payment of any sum in excess of the sum adjudged by the court to be fairly due in respect of such principal, interest, and charges as the court, having regard to the risk and all the circumstances, may adjudge to be reasonable; and if any such excess has been paid, or allowed in account, by the debtor, may order the creditor to repay it; and may set aside, either wholly or in part, or revise or alter, any security given or agreement made in respect of money lent by the money-lender, and, if the money-lender has parted with the security, may order him to indemnify the borrower or other person sued."

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—Is this Money-lending Act a statutory enactment that the standard to be applied in money-lending transactions is that laid down by the courts of equity and no other? To begin with, it seems to me extraordinary that in an "Act for amending the law with respect to persons carrying on business as money-lenders" the Legislature should go through all these formalities for the purpose of leaving the law precisely

as it stood before the Act. The whole purpose of the Act is to make some change beneficial to the borrower. Whatever was the law, it seems to me that this particular enactment does not bind the court to say that they are bound to conform to the standard of the court of equity. The grammatical construction of the words employed is against this. The court of equity did not regard excessive interest alone as a ground for relief, unless the parties were under full age, or there was some peculiar relation between them. But there is nothing in this Act to prevent the court from construing a bargain as harsh and unconscionable on the ground of excessive interest, even as regards a borrower of full age, and standing in no special relation to the lender. To leave out the words "or otherwise" from the section, which, in effect, was done by Ridley, J., is not a fair way of construing the Act. There are two classes of transactions mentioned in the section, one class being the harsh and unconscionable transaction, the other class being the transactions in which the court of equity would grant relief. To make the standard that of the court of equity alone would be to defeat the general purpose of the Act. The case must go back to the registrar in order that he may consider the whole question as to whether relief ought to be granted.

ROMER, L.J.—I am of the same opinion. The Act, in my opinion, was intended to extend the right of relief to the borrower, as against the money-lender, beyond that which existed before the Act in a court of equity. The words "harsh and unconscionable" ought not to receive an artificial meaning. A transaction may be harsh and unconscionable without necessarily being one in respect of which relief would have been given by a court of equity before the Act.

COZENS-HARDY, L.J.—I should be sorry to lay down any rule which would fetter the court from considering a question like this, except under the circumstances which formerly prevailed at equity. The registrar must now consider what he was not at liberty to consider before, but in considering the question he must have regard not only to the rate of interest, but to the risk and all other circumstances.—COUNSEL, *Germane, K.C., and Cooper-Willis; Scarlett.* SOLICITORS, *H. W. Chatterton; Alfred Slater.*

[Reported by B. R. CAMPBELL, Esq., Barrister-at-Law.]

CAPITAL AND COUNTIES BANK v. RHODES No. 7. 3rd, 4th, and 25th Feb.

LEASE—MORTGAGE BY SUB-DEMISE—PURCHASE OF FREEHOLD BY LESSEE—MERGER—MORTGAGE OF FREEHOLD—ENTRY BY MORTGAGOR BY SUB-DEMISE—REFUSAL TO PAY RENT—RE-ENTRY BY MORTGAGEE OF FREEHOLD—REGISTERED LAND—LEGAL ESTATE—UNREGISTERED DEED—LAND TRANSFER ACT, 1875 (38 & 39 VICT. C. 87), s. 49—LAND TRANSFER ACT, 1897 (60 & 61 VICT. C. 65), s. 20.

This was an appeal from a decision of Kekewich, J. The defendant Rhodes was the lessee of No. 10, Stafford-street under a lease dated the 31st of January, 1871, for a term of ninety-nine years from the 24th of June, 1869, at a yearly rent of £100. The lease contained a proviso for re-entry in favour of the lessor in the event of non-payment of rent. On the 20th of May, 1897, Rhodes demised the premises by way of mortgage to Messrs. Flower & Sons (Limited) for the residue of the term, except the last day thereof, to secure to Messrs. Flower & Sons the repayment of £5,000 with interest. On the 27th of June, 1899, the freehold of the premises was conveyed to Rhodes, subject to, but with the benefit of the lease of the 31st of January, 1871. On the 27th of June, 1899, Rhodes mortgaged both the freehold and the leasehold term to the Capital and Counties Bank to secure £3,000. On the 28th of August, 1899, Rhodes was registered as proprietor under the Land Transfer Acts. On the same day he executed a deed by which he charged the land with payment to the bank of money due and interest, and also conveyed the land unto and to the use of the bank in fee simple, subject to redemption. This was duly entered in the register of charges. On the 17th of April, 1901, Rhodes entered into a deed of arrangement with certain of his creditors. To this deed the Capital and Counties Bank was not a party. Some time before the 24th of June, 1901, Flower & Sons (Limited) entered into possession of the premises under the powers contained in their mortgage. Shortly after the expiration of twenty-one days from that date the Capital and Counties Bank demanded payment of a quarter's rent due on that day, under the lease of the 31st of January, 1871, from Flower & Sons and from Rhodes's trustee. Flower & Sons refused to pay the rent demanded on the grounds—(1) that the term created by the lease of the 31st of January, 1871, merged in the freehold, which had thereby under the provisions of the Real Property Act, 1845, become the reversion expectant on their underlease by way of mortgage, under which no rent was payable; and (2) that if it had not merged, still that Rhodes, by acquiring the freehold, could not claim from them the rent reserved by the lease of the 31st of January, 1871, being precluded therefrom by his own contract with them contained in the underlease to them, and particularly by the covenant for indemnity implied from his having demised the premises to them as beneficial owners, and that, consequently, the Capital and Counties Bank, who derived their title through Rhodes, could not claim either, and that they, Flower & Sons (Limited), were therefore entitled to retain possession of the premises without paying any rent therefore. This was an action by the Capital and Counties Bank, to which Flower & Sons and Rhodes and his trustee were made defendants, submitting that no merger had been intended by Rhodes, and that, therefore, no merger had taken place, and claiming (1) an account of what was due to them under their mortgages and foreclosure or sale; (2) a declaration that there had been no merger; (3) that they were entitled to re-enter under the proviso for re-entry in the lease of the 31st of January, 1871; and (4) that Flower & Sons (Limited) and Rhodes's trustee ought to be ordered to give up possession. Kekewich, J.,

held that whether there was merger or not Rhodes could not by acquiring the freehold defeat his own security. Consequently, the bank, having no better title, could not re-enter. The bank appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) allowed the appeal.

COLLINS, M.R., delivered judgment, allowing the appeal.

ROMER, L.J., concurred in the judgment delivered by Cozens-Hardy, L.J.

COZENS-HARDY, L.J.—Two questions arise: (1) whether, in the peculiar circumstances of this case, this lease is merged in the freehold, with the result that the respondents, who are mortgagees by way of underlease, can hold the property free from any rent; (2) whether the legal reversion is vested in the appellants, so as to entitle them to recover for non-payment of rent, assuming the lease not to be merged. As to the first question, there was, prior to the Judicature Act, a great difference between the courts of law and the courts of equity on the subject of merger. The rule of the courts of law was rigid that whenever a term of years and a freehold estate, whether for life or in fee, immediately expectant upon the term vested in the same person in his own right, the term was merged in the freehold, whatever may have been the intention of the parties to the transaction which resulted in the union. The courts of equity, on the other hand, treated the interest which merged at law as being still subsisting in equity. They had regard to the intention of the parties, and in the absence of any direct evidence of intention they presumed that merger was not intended if it was to the interest of the party, or only consistent with the duty of the party, that merger should not take place. The result of section 25 (4) of the Judicature Act, 1873, seems to be that, if the circumstances are such that a court of equity would have held that there was no merger in equity, there is now no merger at law, and the rights of the parties must be dealt with on that footing. Now, it is impossible to doubt in the present case that it was the intention of both parties that the bank should have a security on the unincumbered freehold reversion subject to the lease. This was the real bargain, and it was plainly the intention of the bank. This being so, it follows that no merger which would destroy the ground-rent ought to be allowed, and it might be sufficient to leave the case there. But it is perhaps desirable to examine the various steps. By section 20 of the Land Transfer Act, 1897, the conveyance of the 27th of July, 1899, did not pass the legal estate. It remained in the vendors till the 28th of August, when Rhodes was first registered proprietor. Therefore, on the execution of the conveyance, Rhodes had the equitable fee and the legal term, and thus far there was no merger. The charge of the 27th of July in favour of the bank operated upon the equitable fee, and also upon the legal term. Whether it made the bank assignees of the term, or whether it gave the bank an interest short of the legal term, is a question of some difficulty. But for my present purpose it is not material to consider which view is correct. The intention of the parties was clear that there should not be a merger, and the terms of the mortgage by way of sub-demise in favour of the respondents serve to support this conclusion. The result is that in my opinion there has been no merger of the term, and there must be a declaration to that effect. The second question obliges me to consider carefully the scheme of the Land Transfer Act, 1875, as modified by the Act of 1897. It is to be observed that there is no compulsion under the Act of 1875, and, with one exception, there is no compulsion, direct or indirect, under the Act of 1897. The Acts establish a register of proprietors and a register of charges. The term "proprietors" is somewhat misleading, for persons entered on the register of proprietors need not have the legal fee vested in them, nor even any estate in the land. For example, a tenant for life may be the registered proprietor, or a trustee with power of sale, but without any estate (section 6 of the Act of 1897), or the registered proprietor may be a mere nominee. So far as I am aware, no mention is made of legal estate except in section 20 of the Act of 1897, and in rule 59. The registered proprietor, whoever he may be, has a statutory power to transfer the property by a registered disposition, subject only where the transfer is for value to such incumbrances, restrictions, inhibitions, and notices as are inserted in the register or mentioned in the statutes (sections 29 and 30 of the Act of 1875), and subject also where the land is registered with a possessory title to the provisions of section 32 of the same Act. The registered proprietor has also a statutory power to create charges (section 22 of the Act of 1875). In short, the register of proprietors is not material for the purpose of ascertaining where the legal estate is. The transfer by registered disposition takes effect by virtue of an overriding power, and not by virtue of any estate in the registered proprietor. By section 49 of the Act of 1875, the registered proprietor is the only person who can transfer or charge registered land by a registered disposition, but the section proceeds, "subject to the maintenance of the estate and right of such proprietor, any person, whether the registered proprietor or not of any registered land, having a sufficient estate or interest in such land may create estates, rights, interests, and equities in the same manner as he might do if the land were not registered, and any person entitled to or interested in any unregistered estates, rights, interests, or equities in unregistered land may protect the same from being impaired by any act of the registered proprietor, by entering on the register such notices, cautions, inhibitions, or other restrictions as are in this Act on that behalf mentioned." It is remarkable that the section does not say that any person not being the registered proprietor may create estates by unregistered deeds. It expressly includes the registered proprietor in the class of persons who may do so. There is nothing to suggest that all estates created by unregistered deeds must be equitable. Indeed, it seems clear that a lease granted by an owner in fee, or by a limited owner by an ordinary unregistered deed, will

pass the legal estate except in the case provided by rule 59 of a lease for a term of forty years or more, or for two or more lives. The express provision that in this case the legal estate shall not pass until registration implies that in every other lease the legal estate will pass. I can find nothing which prevents the passing of the legal estate by a mortgage created by an ordinary deed executed by an owner in fee, whether he is or is not a registered proprietor, and section 49 seems to me to assert the contrary. Notwithstanding that the land has become registered land, it may still be dealt with by deeds having the same operation and effect as they would have if the land were unregistered, subject only to the risk of the title being defeated, or, in the language of section 49, the "estate" being "impaired" by the exercise of the statutory powers of disposition given to the registered proprietor, against which the mortgagor must protect himself by notice on the register. It is worthy of remark that section 20 of the Act of 1897, which provides that a person shall not, under a conveyance on sale, acquire the legal estate unless and until he is registered as proprietor, is by sub-section 2 limited to the first registration. In other words, it is merely a sort of indirect compulsion, a means of getting land on the register. It does not alter the general scheme of the Act after the land is once upon the register. The legal estate will pass on any subsequent conveyance or sale without registration. There is no penalty imposed for non-registration. Although the land cannot be removed from the register (section 17 of the Act of 1897), there is no necessity for any change to be made in the register of proprietors. Conveyancing may proceed just as if the Acts of 1875 and 1897 had not been passed. Self-interest, and the desire for security, will doubtless induce persons, whether purchasers or mortgagees or lessees, to make use of the registers. But the legal operation and effect of common law assurances will remain untouched by the want of registration. I have not forgotten that there are special powers conferred upon the registered proprietor to create charges in the prescribed manner which will not pass the legal estate, but which give a right of entry, a power of sale, and the right to foreclose, with an ultimate right after foreclosure absolute to apply to be registered as proprietor of the land (sections 22-28 of the Act of 1875). But these provisions do not seem to me to negative or conclude the operation and effect of a common law unregistered mortgage. If it be urged that there is no express provision to enable a person claiming under or through an unregistered conveyance to procure himself to be registered as proprietor, I think the answer is supplied by sections 93, 95, and 96 of the Act of 1875. If the registered proprietor refuses to do what is right, the court has full power to direct the register to be rectified in such manner as it thinks just. I may add, there is no express provision for the case of a nominee refusing, on the request of the proper persons, to execute a registered disposition. But I cannot doubt that the sections above referred to suffice to enable the court, in all cases for which no express provision is made in the Act or in the rules, to cause the register of proprietors to be rectified so as to confer the statutory benefits of registration upon any person who, in the opinion of the court, is entitled to claim those benefits. It is important to observe that a mortgagee who desires to take advantage of the special statutory privileges conferred by registered charges must take a charge in the prescribed manner (section 22 of the Act of 1875). Rule 106 gives, by reference to the schedule, a form (39) by which the legal estate does not pass, with certain optional variations and special stipulations. Any departure from this form is attended with some risk. I think it is clear that a mortgagee could not insist upon the registration of a deed in the statutory form with a conveyance of the legal estate, which is the form adopted in the present case. But by rule 107: "In addition to, or in substitution for, the stipulation permitted by form 39, any other stipulations of which the registrar shall approve may be added to a charge." The registrar has, in fact, approved of this particular addition, treating it as a "stipulation," and entered the deed on the register. It is not, however, material for the purpose of the present appeal to consider whether the entry of the deed on the register as a statutory charge was or was not authorized, for in either case the legal estate passed. The result is that, in my opinion, the legal estate is vested in the appellants by virtue of the mortgage deed of the 28th of August, and that they have a legal right of re-entry for non-payment of rent under the still subsisting lease vested in Rhodes or persons claiming through him. It follows that the appeal must be allowed.—COUNSEL, Warrington, K.C., and Sampson; P. O. Lawrence, K.C., and W. C. Druce; CANN, SOLICITORS, Cameron, Kemm, & Co.; Frank Osbaldeston & Co; Crossman, Prichard, & Bloch.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re WHITEFORD. INGLIS v. WHITEFORD. Buckley, J. 21st and 25th Feb.

WILL—ADVANCEMENT—HOTCHPOT—ANNUITY—PERIOD OF DISTRIBUTION—RATE OF INTEREST—COMPOUND OR SIMPLE INTEREST.

Originating summons. C. C. Whiteford died in July, 1893, and by his will, after certain legacies and an annuity to his wife, he gave his residuary real and personal estate to his trustees upon trusts for sale and conversion, and as to one third part (referred to as "Hamilton's portion") upon trust to pay the same to the trustees of the marriage settlement of that son, and as to one of each of the other third parts of his residuary estate upon trust for each of his other sons, Sidney T. Whiteford and Baldwin K. Whiteford, absolutely. And after reciting that upon the marriage of his son Hamilton the testator had settled freehold property subject to

the life interests of himself and his (then) late wife upon trusts for the benefit of Hamilton, his wife and children, and that he considered the property worth £4,000, and that he had covenanted within six months after the decease of the survivor of himself and his said wife to pay £6,000 to the trustees of the settlement, the testator declared that after payment of the sum of £6,000 the sum of £10,000 should be considered to have been received and advanced in respect of Hamilton's portion, and should be accounted for in the way of hotchpot accordingly. By a codicil the testator increased the annuity to his widow by £100. The testator left his widow and his two sons Sidney and Baldwin surviving; Hamilton died in his lifetime. The trustees of the will paid the £6,000 to the trustees of the marriage settlement of Hamilton on the 6th of December, 1893. Baldwin died in August, 1893, leaving by his will his widow entitled to the income of his estate for life. In 1894 or 1895 the trustees of the testator (C. C. Whiteford) from time to time made various payments by way of advancement to the surviving son, Sidney, and to the trustees of Baldwin, part of which they considered as derived from capital and part from income. The sums paid to Sidney and to the trustees of Baldwin amounted in the aggregate in each case to £6,555 odd. The testator's widow died in September, 1902, and thereupon the capital sum set apart to produce her annuity became divisible among the residuary legatees. One of the trustees (of the testator in the cause) took out the present summons for a determination of the questions—(1) from what dates interest was to be charged against the share of Hamilton in respect of the advances of £4,000 and £6,000, and against the other shares in respect of the advances to Sidney and to the trustees of Baldwin; and (2) whether the interest ought to be calculated at 3 or at 4 per cent. per annum.

BUCKLEY, J.—The first question is whether Hamilton's share ought to be charged with interest upon the £4,000 from the testator's death until the death of the widow, or only with the £6,000 from the 6th of December, 1893. It is clear that the former date is the right one unless the testator has directed the contrary. I do not think that the testator has done so. Next, assuming that, what interest is to be charged upon the advances to the other sons? It is contended that I ought to ascertain what parts are capital and what income, and that interest ought to be charged only on capital. This is not right. The principle is shown in *Re Rees* (29 W. R. 301, 17 Ch. D. 701), *Re Dallmeyer* (40 SOLICITORS' JOURNAL 156, 44 W. R. 375; 1896, 1 Ch. 372), and *Re Lambert* (41 SOLICITORS' JOURNAL 560, 45 W. R. 661; 1897, 2 Ch. 169). You first ascertain the date of distribution, which is here the death of the testator, and not the less so because of the annuity to the testator's widow. Then you charge interest from the testator's death upon all advances made in his lifetime and from the dates of payment upon all subsequent advances. By so doing you make equality. If you worked the calculation out with technical accuracy you ought in the case of each payment to distinguish between capital and income, and charge interest upon the capital with annual rests. This was proposed by Rigby, L.J., in *Re Dallmeyer*; but Stirling, J., in *Re Lambert* did not follow that suggestion. You do not condescend to those details, but calculate the question in a rough and ready way. I think here Hamilton's share is to be debited with interest upon the £4,000 from the testator's death and upon the £6,000 from the 6th of December, 1893, and the advances to the other sons from the dates of actual payment in each case up to the period of actual division. The next question is, what is the proper rate of interest. The principle is that you charge the advanced person with the interest the money may be reasonably taken to have produced if invested in the way a prudent man would ordinarily invest his money. He is not to be charged with more than he could have got without undue risk. That amount is, I think, 3 per cent. This rate was adopted in the cases of *Re Goodenough* (39 SOLICITORS' JOURNAL (44 W. R. 44; 1895, 2 Ch. 537), *Re Barclay* (1899, 1 Ch. 674), and *Roulls v. Bebb* (48 W. R. 562; 1900, 2 Ch. 10) in analogous circumstances. I cannot agree with the view of Joyce, J., in *Hargreaves v. Hargreaves* (86 L. T. 43), that Stirling, J., in *Re Lambert* did not also intend to decide in favour of the same rate.—COUNSEL, N. M. Humphrey; F. B. Fuller; Harman, SOLICITORS, Gribble, Oddie, Sinclair, & Johnson, for Whiteford & Bennett, Plymouth.

[Reported by NEVILLE TREBUTT, Esq., Barrister-at-Law.]

Re WILMER. MOORE v. WINGFIELD. Buckley, J. 14th and 19th Feb.

WILL—DEVISE—EQUITABLE CONTINGENT REMAINDERS—RULE AGAINST PERPETUITIES—CHILD EN VENTRE SA MÈRE—BENEFIT OF CHILD.

This summons raised the question as to how far an infant *en ventre sa mère* is considered to be a life in being for the purposes of the rule against perpetuities. A testatrix devised her residuary real estate to trustees upon trust to pay the income thereof to her daughter, Anna Maria Moore, for life, and after her death, to stand possessed thereof upon trust (in the events which happened) for the third and every younger son of A. M. Moore, born or to be born, for his life, with remainder upon trust for his first and other sons successively in tail male, with divers remainders over. The testatrix died on the 28th of October, 1880, and the third son of A. M. Moore (the plaintiff) was born on the 7th of February, 1881. A. M. Moore died in 1886. Afterwards the plaintiff, being advised that the remainders subsequent to his own life estate were void on the ground of remoteness, and that therefore he took an estate in tail male on attaining twenty-one, executed a disentailing assurance, and took out the present summons, asking for a declaration that on the true construction of the will on attaining twenty-one he took an estate in tail male in possession. On his behalf it was contended that at the death of the testatrix the limitation to the children of the third son of Mrs. A. M. Moore might have failed, because the child that was then *en ventre* might not have been born alive or might have turned out to be a female. It was further contended that the doctrine that a child *en ventre* is to be treated as born is only applicable where such treatment would be for his benefit, or at

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would not be injurious to him. The following cases were cited on these points: *Blackburn v. Stables* (2 Ves. & B. 367), *Doe v. Clarke* (2 H. Bl. 10), *Doe v. Lancashire* (5 T. R. 49), *Long v. Blackall* (7 T. R. 100), *Thellusson v. Woodford* (4 Ves. 227, 11 Ves. 112), *Blosson v. Blosson* (2 De G. J. & S. 665), *Barrow v. Barrow* (1895, 2 Ch. 497), and *Richards v. Richards* (Jo. 754).

BUCKLEY, J., in the course of his judgment, said that what he had to look at was whether, when the testatrix died, the limitation upon trust, after her life estate to the plaintiff, in favour of his first and other sons successively in order of seniority in tail male, was one which might have failed by reason of being too remote. The argument that was addressed to him was that when the testatrix died it was impossible to say whether the child of which Mrs. Moore was then pregnant was of the male or female sex, and it was impossible to say whether that child would ever be born alive; and, therefore, it was argued that if the child had been a daughter, or if there had been no child born alive at all, the limitations would have been void, because in that case the son who would have taken would have been born beyond the period allowed. He thought that was so. But if it was a correct rule of law that in February, 1881, a boy having been born, that state of facts must be referred back to the date of the testatrix's death, then the limitation must be good, because at that date there was a son in existence *en ventre sa mère*, and it would not turn out that there would not be a person entitled to take the estates within the time allowed. The question then was, whether, when a male child was born, he could say retrospectively that that was the state of facts when the testatrix died. Upon that the dominant authority was *Doe v. Lancashire*, decided in 1792. At that date marriage did not revoke a will, but marriage and the birth of a child did revoke a will. It was a doctrine founded on the presumed intention of the testator; when he made his will he was presumed to intend, if he married and had offspring, that the dispositions he was then making should not have effect. If he subsequently married, and died, leaving his wife pregnant, the question discussed in *Doe v. Lancashire* was whether his will was revoked or not revoked at his death. The court held that the will was revoked, on the ground that when the event happened of the child being born alive, that took effect retrospectively, so that it must be said that on the day of his death there must be taken to be a child, because it turned out subsequently that there was born alive a child. If so, that appeared to him to govern this case. His lordship, after discussing *Blackburn v. Stables*, *Doe v. Clarke*, *Long v. Blackall*, *Thellusson v. Woodford*, and *Blosson v. Blosson*, said that in many cases it was stated that the rule that a child *en ventre sa mère* was to be treated as born only when it was for his benefit so to apply it. The proposition must be extended so as to include the case where it was wholly immaterial to the child whether he was taken to be born or not. *Barrow v. Barrow* was a decision to that effect. That case was a gift to B. if she had issue living at A.'s death. She was then pregnant of a child, who was subsequently born, and it was held that she took. But then it was said that the rule ought not to be applied when it was to the disadvantage of the infant, but no authority was to be found for that, and it seemed to be against the principle of *Doe v. Lancashire*, where it did not in the least matter what were the contents of the will. In his judgment, therefore, the doctrine by which a child *en ventre sa mère* was to be treated as in existence was a general doctrine, and was to be applied even where it would be to the disadvantage of the child. The limitation in tail male to the children of the plaintiff was therefore good.—COUNSEL, *Buckmaster, K.C., and Sargent; Austen-Cartmell; Dickinson*. SOLICITORS, *Evans, Foster, & Wadham; Tylee & Co.*

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

HARRINGTON v. SINDALL AND OTHERS. Joyce, J. 4th March.

CLUB LAW ABSENCE OF EXPRESS POWER TO ALTER RULES—INHERENT POWER OF MAJORITY TO BIND MINORITY—"GENERAL PURPOSES" OF CLUB—POWER TO INCREASE SUBSCRIPTION.

The plaintiff in this action moved to restrain the defendants, who were the committee of the Oxford and Cambridge Universities Club, from interfering with his enjoyment as a member of the club of the use and benefit of the club and its privileges and property, and from posting up the plaintiff's name as that of a member in default with his subscription, and from erasing the plaintiff's name from the list of members. The plaintiff joined the club in 1886, when the entrance fee was forty guineas and the annual subscription eight guineas. At a general meeting on the 28th of May, 1902, it was decided by a majority of the members to raise the subscription from eight to nine guineas a year. The plaintiff was not present at the meeting, and objected to pay the increased subscription, and had tendered the eight guineas, which was returned to him as insufficient, and the subscription remaining unpaid, the plaintiff's name was in due course posted as a defaulter. In the rules and regulations of the Oxford and Cambridge Club is contained no express power to alter rules. The preamble recites that the club "was instituted for the association of gentlemen educated at those universities. . . . As every member will, upon payment of his entrance fee and subscription, become entitled to the benefits and privileges of the club, so such payment will be considered as a declaration of his submission to the following rules and regulations." Rule 23 provided that an annual meeting of the club should be held for general purposes in the month of May in each year, of which due notice was to be given as thereby provided. The rules had been framed about 1890, and it was in evidence that since that date they had been amended in over fifty different ways on over thirty occasions by the members at the general meeting, while the subscription had been thrice raised. Several alterations of a minor character, not including an increase of subscription, had been effected since the plaintiff became a member, and it was contended that the plaintiff was estopped by acquiescence from denying the club's power to alter rules, and that usage had interpreted the term "general purposes" as including the power to alter rules.

JOYCE, J.—The question in this case is whether a majority of the members of the Oxford and Cambridge Club, assembled in general meeting, have power to alter the rule which regulates the amount of the annual subscription to the club in such a way as to bind a dissentient minority to pay a larger subscription in future years. When the plaintiff joined the club he became entitled, as a member, to the then benefits and privileges of the club, and must be taken to have submitted himself to the then rules and regulations. I say the "then" rules and regulations because they had been from time to time modified in various ways. In other words, he agreed to be bound by the written contract contained in those rules and regulations. Now, those rules contained no express power to alter or amend the rules from time to time, but it is contended that there must be an inherent power in a majority of the members to do this, either in any way they may think fit, or at least within certain limits. No authority was cited to me for this proposition, and in my opinion there is no more power to alter the rules in this case than there is for any other association depending on express written contract to alter the regulations imposed by it. In my opinion there is no power in the members to alter the rules when such power forms no part of the written contract. With regard to Rule 23, it is not alleged that the ordinary meaning of the phrase "general purposes" would include a power to alter the rules, but it is said that the rule has always been interpreted upon that footing. Now, in dealing with an ancient statute, you may no doubt appeal to continued usage as a means of interpreting, but not, in my opinion, when you are dealing with an altogether modern contract, as in the present case. Nor is the analogy of a partnership, where the articles can be amended, any guide to this case, which is quite dissimilar. If a majority can raise the subscription to nine guineas, why not to twenty guineas, or why can they not call upon individual members to discharge the liabilities of the club? Again, it is alleged that the plaintiff has acquiesced in the interpretation contended for of rule 23 by acquiescing in other alterations of rules. These, however, appear to have been of quite a minor character, and the plaintiff felt no objection to them; because he did not come and ask for an injunction in these matters, I cannot hold that he is not entitled to do so in a case where his pecuniary interest is directly affected. If he, therefore, insists upon his rights, I declare that he is entitled to the injunction he asks for.—COUNSEL, *Hughes, K.C., and Simon; Haldane, K.C., and R. J. Parker*. SOLICITORS, *Lawford, Waterhouse, & Lawford; Walker, Martineau, & Co.*

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **MARTHA NEWBY (DECEASED)**. Jeune, P.
2nd March.

PROBATE—CONTENTS OF LOST WILL ADMITTED TO PROBATE.

This was a motion for probate of the contents of a will of Martha Newby, of Kedlington, Oxfordshire. In March, 1858, the deceased was living with her mother and two sisters, Elizabeth and Catherine. It appeared that on the 31st of March, 1858, the family solicitor, a Mr. Cooch, of Newport Pagnell, attended on Mrs. Newby and prepared her will, and the three daughters executed wills also, each of them devising and bequeathing her realty and personality between the other two, they being also appointed executrices. Mr. Cooch and the Rev. Thomas Whitehead attested the four wills, but the witnesses were now dead. On the 2nd of April, 1871, the mother died, and up to that time Miss Elizabeth Newby retained her own and her sisters' wills. On the 27th of March, 1871, the mother's will was duly proved. On the 17th of July, 1889, Miss Martha Newby died, but her will had never been proved. On the death of Mr. Cooch, Messrs. W. B. & W. R. Bull, of Newport Pagnell, succeeded to the business, and on the 15th of May, 1890, Miss Elizabeth Newby sent to them her sister Martha's will for inspection, and the same was returned to her on the 9th of August, 1890, and she on the 9th of August, 1890, forwarded it to the Post Office Savings Bank authorities for their inspection in connection with an account standing in the name of Martha Newby. Neither the Post Office nor the solicitors had kept a copy, but the Post Office authorities had a record in their books that the will had been produced and had been registered. On the 16th of August the will was returned to Miss Elizabeth Newby, and on the 2nd of October she and Miss Catherine Newby executed fresh wills, and subsequently Miss Elizabeth Newby destroyed their two wills of March, 1858, and also that of Miss Martha Newby, forgetting that it was operative. No copy of that will was in existence, but with the consent of all parties interested Miss Elizabeth Newby now moved the court to admit to probate the contents of such will, on the ground that it had been accidentally destroyed. Miss Catherine Newby died on the 14th of July, 1897, and the Rev. Thomas Whitehead on the 23rd of October, 1901. It was desired to sell a portion of the realty, but in order to make out a title it was necessary for Miss Elizabeth Newby to prove her sister Martha's will.

JEUNE, P., said that as the contents of the will were not set out in any form, a further affidavit by Miss Elizabeth Newby with a copy of the contents of the will annexed would have to be filed, but subject to that probate might issue.—COUNSEL, *Barnard*. SOLICITORS, *King, Wigg, & Co., for W. B. & W. R. Bull, Newport Pagnell.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

The Lord Chief Justice, who will be supported by several of the judges, will preside at the next "ladies' " night concert of the Legal Musical Society, which will take place at the Freemasons' Tavern on Friday, the 20th inst.

New Orders, &c.

Transfer of Action.

ORDER OF COURT.

Saturday, the 24th day of January, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Joice (1902—C.—No. 3,352).

In the Matter of the Carbrook Steel Works (Limited). Mary Florence Walker, spinster, and Fanny Emily Pegg, spinster v. The Carbrook Steel Works (Limited) (formerly the New Carbrook Steel Works (Limited)) and the York City and County Banking Co. (Limited). HALSBURY, C.

Law Societies.

Chester and North Wales Incorporated Law Society.

The twenty-second annual meeting of this society was held at the Town Hall, Chester, on Tuesday, the 24th of February, 1903, Mr. Wm. H. Churton (Chester), president, in the chair.

The report of the committee and the treasurers' accounts for the past year were received and adopted.

The prize for article clerk founded by Mr. John Allington Hughes when president of the society in 1901-2 was presented by the president to Mr. Richard Thomas Morgan, who served his articles with Mr. Ernest Brassey, of Chester, and who was placed in the third class at the honours examination held in January, 1902.

The following officers of the society were unanimously elected for the ensuing year: Mr. Charles A. Jones, of Carnarvon, elected president; Mr. A. Fletcher, of Northwich, vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary.

The following gentlemen are the committee for the year: Messrs. J. H. Cook (Winsford), E. Foulkes Jones (Llangollen), J. Davies (Denbigh), T. Bury (Wrexham), E. W. Johnson (Llandudno), and H. Taylor, T. Moore Dutton, W. H. Churton, and C. P. Smith (all of Chester).

Messrs. C. P. Douglas and E. S. Giles, both of Chester, were re-elected auditors.

The annual dinner was held at the Blossoms Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:

Members.—The society now numbers 154 members. Seven barristers subscribe to the library.

Costs in Criminal Cases at Quarter Sessions.—A copy of a suggested scale of costs, prepared by a sub-committee, has been forwarded by the president to each clerk of the peace in the society's district, with a request that he would lay it before his chairman and endeavour to secure its adoption by the bench. The clerks of the peace of the city of Chester and of Birkenhead have replied that they do not consider that any alteration is required. The committee have not yet learned that any satisfactory result has been achieved.

Agency Allowances Between Solicitors.—In September last a circular letter, asking for information on this subject, was sent to the leading solicitors in the society's district. As a result of the replies received the following conclusions were arrived at and forwarded to the Incorporated Law Society (U.K.), at whose instance the inquiries had been made: In the case of an English solicitor employing another English solicitor, not his London agent, it is the practice in the district, except in small matters—such as service of writs, and examinations of deeds, and county court litigation—to work on agency terms; and agency is allowed by other English solicitors, particularly in litigation in Liverpool or Manchester. In the case of the employment by an English solicitor of a qualified practitioner in (1) Scotland or Ireland—The practice varies; in some cases no agency is allowed to the English solicitor; in others it is allowed, but one-third only instead of half. (2) In British Colonies, or possessions, or foreign countries—No agency allowed unless by special arrangement. No information has been obtained to lead to the conclusion that any distinction exists in practice between the cases in which proceedings are taken in any other court and general business not in any court.

The Birmingham Law Society.

The annual meeting of this society was held on Wednesday in last week, Mr. R. A. Pinsent in the chair.

In moving the adoption of the report, the president said that since their last meeting a prominent member of their profession, a member of the committee of the society, and one who was well known to all of them, had brought disgrace upon himself, discredit to his profession, and disaster to a great number of innocent people. The penalty of his misdeeds had been exacted. But it would not be right to pass the matter by without an expression of the sense of humiliation which they all felt at what had happened. He thought they might, as lawyers, see whether

there were not some lessons which they could draw which would be useful to them in their work. One point was the practice of scrivening, which, he understood, was receiving money intended to be lent on security, but not lent in the name of the person to whom it belonged, but in the name of the solicitor. That was an old practice, but however necessary it might once have been, it had long ceased to be necessary, and he thought they ought all to avoid most studiously anything of the kind. Then there was the question of mixing clients' money. For a long time the law was that an agent must rigidly comply with written directions in regard to the application of money, and that was extended more recently to directions not written. He should like the members of the profession to go a step further, and, without direction, to take care that money entrusted to them was kept rigidly separate. A third point was the question of auditing. Auditing meant that you had to expose your position to a third person; but, more than that, it brought you face to face with yourself. The courts, in their somewhat antiquated view, had rather deprecated the auditing of trust accounts. In cases where there had been no directions that it should be done, he knew the courts had surcharged the executors with the expense. He thought that was wrong, and that the courts should encourage executors to have their accounts audited. He advised his fellow practitioners to take care that auditing was provided for in any wills which they drew, and also to take care that the provision was acted upon. As to the relations of solicitors and clients, the shock of recent disclosures had not, he thought, affected them. In some respects the shock had done good as far as the profession was concerned, as they could look to see if there were not ways by which they could be delivered from unnecessary temptation. So far as the public were concerned, he thought they must see whether, through inattention or indolence, or sometimes through an unfounded fear of suggesting suspicion, they had not been wanting in their duty to their trust.

Mr. A. D. Brookes seconded the motion, and the report was adopted.

United Law Society.

March 2.—Mr. C. H. Kirby in the chair.—The subject for debate was: "That *Simpson v. Teignmouth and Shalton Bridge Co.* was wrongly decided" (*Times*, 10th Feb., 1903). Mr. C. W. Nicholson moved, and Mr. A. H. Dabbs, jun., opposed the motion. The speakers were Messrs. H. Dale Double, H. S. Bickmore, J. Wylie, W. S. Clayton Greene, F. O. Clutton, and C. S. Thompson. The motion was lost.

The Herefordshire Law Society and Mr. Justice Jelf.

At the opening of the Herefordshire Winter Assizes Mr. F. R. James said he had the honour, on behalf of the Herefordshire Incorporated Law Society, to present his lordship with a short address, and in doing so he wished to take the opportunity, in the name of the society, and of all the solicitors in the district—many of whom had had the honour of his lordship's valuable assistance in past years—to express the great pleasure they felt at his elevation to the bench, and the hope that he would be spared for many years, and that the ancient city of Hereford might be honoured by his lordship's presence on the occasion of assizes as often as might be found possible. He then read the address, which was as follows:

"To the Honourable Mr. Justice Jelf: The members of the Herefordshire Incorporated Law Society (which consists of solicitors practising in this and two adjoining Welsh counties) desire to take the opportunity of the first visit to Hereford of the Honourable Mr. Justice Jelf in the capacity of Justice of Assize, to offer to his lordship their congratulations upon his appointment to the bench, and to assure him of the extreme satisfaction which such appointment gave to the whole profession. In welcoming his lordship to the circuit, which he so long adorned as leader, they look back with every feeling of gratification upon his distinguished and honourable career at the bar, and the excellent feeling which invariably existed between him and the members of their own branch of the profession. Given under the seal of the society at their general meeting on Tuesday, the 24th of February, 1903, Francis R. James, president; J. Reginald Symonds, hon. secretary." The solicitors present supporting Mr. James were: Messrs. J. Gwynne James, H. C. Heddoe, J. F. Symonds, J. B. Symonds, J. Lambe, T. Llanwarne, J. Carless, W. J. Humphrys, W. Boycott, E. Stephens, T. Hutchinson, D. Allen, P. L. Earle, A. D. Steel, W. T. Carless, W. M. Akerman, and S. Ward (representing Mr. E. L. Wallis, who was unable to be present).

Mr. Justice Jelf, in acknowledging the address, asked to be allowed to thank the members of the society most cordially for the way in which they had received him on his first visit to Hereford as a judge. He could truly say that in his career at the bar he had always desired to promote in every possible way the co-operation of the two branches of the profession. Their branch of the legal profession was sometimes spoken of as if it were inferior to the other, but he (his lordship) had never for a single moment accepted that view, for he held that the duties and responsibilities of solicitors in some respects transcended immensely those of barristers. He also highly valued the work done by solicitors' clerks, some of whose careers he had watched with great interest, and he sometimes felt that his success at the bar was not so much due to his own ability as to the determination to go "hand in glove" with all those who were on the same side, and who had the same interests to promote. He had always felt that there was a community of purpose, and a desire to co-operate with each other, and this had always been reciprocated by the parties concerned.

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Companies. Legal and General Life.

ANNUAL MEETING.

The 66th annual general meeting of the Legal and General Life Assurance Society was held on Tuesday, at the chief offices, 10, Fleet-street, Mr. WILLIAM WILLIAMS, the chairman, presiding.

The report stated that during the past year the following new assurances were effected with the society—viz., Life assurance fund, 1,427 policies, sums assured, £1,847,185 10s., new premiums, £79,713 3s. 11d.; general fund, 59 policies, sums assured, £108,896, new premiums, £4,351 17s. 10d.; making a total of 1,486 policies, £1,956,081 10s. sums assured, and £84,075 1s. 9d. Of these amounts there were paid away to other offices under the life assurance fund, £12,434 1s. 2d. for the re-assurance of £263,100, and under the general fund, £439 17s. 6d. for the re-assurance of £17,250, leaving the net new business retained by the society as follows: Life assurance fund, sums assured, £1,584,085 10s., new premiums, £67,279 2s. 9d.; general fund, sums assured, £91,646, new premiums, £3,922 0s. 4d.; making a total of £1,675,731 10s., new premiums, £71,201 3s. 1d. The total net premium income amounted to £364,718 1s. 10d., being an increase of £27,214 17s. 5d. upon that of 1901. The total net claims on the life assurance fund amounted to £245,814 15s. 5d., caused by 110 deaths, and three endowment policies matured, as against £231,103 19s. 6d. in 1901, caused by 105 deaths, and six endowment policies matured, in the previous year. This first-mentioned sum included £44,510 8s. 9d. paid as bonus additions, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium, the additions amounted to the large average increase of 54 per cent. The claims under the general fund amounted to £1,467 5s. 9d. The total number of policies in force at the end of the year was 8,931, assuring with bonus additions £15,232,331. The total assets of the society, increased during the year by the sum of £193,713 7s. 1d., amounted on the 31st of December to £4,097,997 11s. 9d., and (omitting the amount invested in the purchase of reversionary interests), the remainder of the society's assets, productive and unproductive, yielded an average rate of £4 4s. 4d. per cent. The above assets of the society included £2,373,449 11s. 11d. invested on mortgages of real and personal property. These securities had been recently investigated by the directors, and the result of such investigation was satisfactory.

Mr. E. CALVERTON (actuary and manager) having read the report convening the meeting.

The CHAIRMAN, in moving the adoption of the report, stated that he would like to draw attention to the fact that this was the first report submitted to a general meeting since they had decided to appoint professional auditors in lieu of the auditors originally provided in the deed of settlement, and who had audited the accounts for the previous sixty-five years. The result would be seen in some alteration of the form of accounts. For the first time the life assurance fund and the general fund were separated. Since the society took powers some years ago to undertake endowments, or sinking fund policies as they were often called, and other miscellaneous risks as authorized by their Act of Parliament of 1895, it had been felt advisable to separate the two funds, and, as the shareholders would remember, power was taken to do this by altering the deed of settlement last year, and the year 1901, being the close of the quinquennial period, was selected as being a proper time to make the change. The proprietors' fund had also been separated from the general account, owing to a suggestion from the auditors. Passing to accounts, he said that when last he had the pleasure of addressing the shareholders he had congratulated them on the transaction of new business for the sum of £1,663,159, and he had then expressed a doubt whether that amount could be kept up, more particularly as the following year was the first of a new quinquennium, a year which was often marked by a reduction in the amount of business transacted as compared with that done in the last year of the quinquennium; but he was happy to say, and it was a great satisfaction to his colleagues and himself, that they were able on this occasion to submit a report showing a total of 1,486 policies for the sum of £1,956,082, carrying new premiums of £84,075, as against 1,059 policies for the sum of £1,663,159, carrying new premiums of £75,467 last year. The total premium income of the society had amounted to £364,716, being an increase of £27,214 over that of 1901. On the other hand, the claims had been light, and, although larger than in the previous year, they were not so in proportion, because the amount at risk had very considerably increased in the course of the year. The amount paid was £245,814 against an expectation of about £283,000. The surrenders of life policies had been very small for a year following a declaration of bonus. The only other point upon which it was necessary to dwell was that of the expenses of management. Those appeared to be unusually large; but the disturbance in the accounts was caused by the auditors having made a special reserve of £7,500 for the outstanding accounts of various amounts, which always existed in a large office, and which had hitherto been set off against interest accrued to the 31st of December last, which interest was, of course, far more than ample to provide for these charges. The accrued interest was never otherwise taken into account. If the £7,500 were deducted, and the cost of the quinquennial valuation, it would be found that the expenses amounted to much about the ordinary figure, at which, no doubt, they would appear next year again, because the disturbance caused by the reserve of the £7,500 would not occur again. There was a small amount of profit shown on reversions which

had fallen in during the year. The result of these favourable circumstances had been that the total number of policies in force at the end of the year was 8,931, assuring, with bonus additions, £15,232,331, as against 7,949 policies, assuring, with bonus additions, £13,913,462 last year; while the total assets of the society had increased by £193,713, and amounted on the 31st of December to £4,097,997, and omitting the amount invested in the purchase of reversionary interests, the remainder of the society's assets, productive and unproductive, yielded an average rate of £4 4s. 4d. per cent. before the deduction of income tax, as against £4 1s. 4d. per cent. last year. This was a very satisfactory rate; but it must be remembered that the rate of interest had been increased partly through the society's Stock Exchange securities being written down some £35,500 at the close of the quinquennial period in December last. But, even allowing for this, he thought it shewed that the directors had not lost the opportunity of profiting by the increased rate of interest now ruling in the market. There was little he need tell them with regard to the assets, as they were set out so very fully in the bonus report of last year. With regard to the item "Mortgages on Property in the United Kingdom," he might say that he thought this description as given in the schedule to the Life Assurance Companies Act, 1870, was rather too comprehensive in the society's case. It was, he thought, usually taken to mean mortgages on fee simple. He did not know what might be the case in other companies, but he might explain that this large item of £2,363,014 included in the society's case only some £39,000 of fee simple mortgages. The rest of this large item was made up of loans secured on life interests, on reversions, on house property, on deposit of convertible securities, and on miscellaneous securities. He had, with the assistance of his colleagues, carefully investigated all these securities, and he thought he could assure the meeting that the amount invested in the various kinds of securities he had enumerated were fully secured, and that there was every reason to be satisfied with the safety of this item, as, indeed, there was with all the securities held by the society.

Mr. RICHARD PENNINGTON seconded the motion. He thought he might say, in addition to what the chairman had told them, that he hoped that the extraordinary prosperity of the society would not induce its friends to fall asleep. It was a very easy thing when one saw a handsome revenue to sit down in one's easy chair and let things slide. But of all things in the world that was the worst, and he wished particularly to say that he hoped the society would be kept going by the constant care of those shareholders or otherwise, who were interested. He hoped that this would not be forgotten, and that the shareholders would use their best endeavours, as they had done in the past, to promote the prosperity of the society by trying to induce all their friends to insure in an office that indisputably stood in the first rank of insurance offices in London.

The motion having been unanimously adopted,

The CHAIRMAN moved that the retiring directors, the Right Hon. Lord Davey, Mr. C. E. H. Chadwyck-Healey, Mr. C. P. Johnson, Mr. Justice Kekewich, Mr. Henry H. Chauncy Masterman, and Lord Justice Mathew, be re-elected.

Mr. PENNINGTON seconded the motion, and it was agreed to.

Messrs. Deloitte, Dever, Griffiths, & Co., the auditors, were re-appointed.

Mr. RYDE moved a vote of thanks to the chairman. He observed that this spring a great deal of insurance literature had been brought to his notice, and the excellence of the figures in the report had greatly impressed itself upon him.

The motion having been carried with acclamation, a vote of thanks to the staff brought the proceedings to a close.

Legal News. Appointment.

Mr. ADRIAN POLLOCK, solicitor, has been appointed Remembrancer of the City of London. Mr. Pollock is a grandson of Chief Baron Pollock, and was admitted a solicitor in 1890, and is a member of the firm of Messrs. Withers, Pollock, & Crow, of Arundel-street, Strand.

Changes in Partnerships. Dissolutions.

FRANK HORACE BERTIE and THOMAS READER ELDRIDGE, solicitors (Bertie & Eldridge), 16, Philpot-lane, and 20A, Colebrook-row, Islington. Jan. 31. [Gazette, Feb. 20.]

CHARLES DAVIS ANDREWS and WILLIAM PARRY LEVICK, solicitors (Andrews & Levick), Bank-chambers, Leominster. April 30, 1902. The said William Parry Levick will carry on the said business at Bank-chambers aforesaid in his own name, and the said Charles Davis Andrews will also practise on his own account at Leominster.

CROMPTON CHAMBERS and HARRY SPEARMAN JOHNSTONE, solicitors (Chambers & Johnstone), Hastings. Feb. 17. Such business will be carried on in the future by the said Crompton Chambers.

JOHN PERCY WITTY, ERNEST HAROLD WAINWRIGHT, and ROBERT GORDON POLLOCK, solicitors (Witty, Wainwright, & Pollock), 13, Fenchurch-buildings, London. Feb. 8. [Gazette, March 3.]

General.

Mr. Long on Wednesday introduced a Bill in the House of Lords to amend the Local Government Act, 1888, by empowering county councils to promote Bills in Parliament.

Lord Justice Vaughan Williams has consented to preside at the annual dinner of the United Law Society, to be held at the Hotel Cecil on the 22nd of April. Members of the society may obtain dinner tickets for themselves and friends from the committee and the hon. secretary, Mr. J. Wylie, 7, Fig Tree-court, Temple.

Mr. Justice Ridley, presiding on the 26th ult, over the annual meeting, at Newcastle-on-Tyne, of the Discharged Prisoners' Aid Society, said that there were criminals who were habitually in gaols and who might be classed as irreconcilables, but there were others who, if they were given a helping hand, might be reformed. He mentioned a scheme the Home Office was considering for long-termed convicts—namely, a fifth division of prisoners who, during the latter part of their imprisonment, would be trained in prison with a view to leading a changed life.

The following fees are stated by a Philadelphia journal to have been received by American lawyers. Joseph H. Choate, Ambassador to England, once said that the largest annual retainer paid to a lawyer was paid by the Sugar Trust to John H. Parsons. Mr. Parsons received not less than 100,000 dols. James C. Carter, who was at the Paris tribunal two years ago in connection with the seal controversy, received a fee of 50,000 dols. for his services. Francis L. Wellman, one of the best-known jury lawyers in this country, who convicted Carlisle Harris, Dr. Buchanan and Dr. Meyer, the poisoners, when he was connected with the district attorney's office, was paid 40,000 dols. for defending the Hyams twins in Canada, who were on trial for murder in the first degree. They were both acquitted. Report has it that the firm of Robinson, Bright, & Scribner received 300,000 dols. for legal work in connection with the Broadway railroad franchise.

At the Westminster County Court on Monday, says the *St. James's Gazette*, Judge Woodfall gave a decision of great importance under the Workmen's Compensation Act. The plaintiff, a man named Kidd, had obtained a verdict against an electric light company for £150 damages, and that amount had been paid into court pending appeal to the High Court. The application now made by the plaintiff's solicitor was that his out-of-pocket expenses should be paid out of the sum in court, and that his client should be allowed a weekly sum also as he was a very poor man, and was unable to work. His honour said it was a question of great importance to the plaintiff and his solicitor too, and he (the judge) was prepared to make an order for the plaintiff to receive fifteen shillings a week until the appeal was disposed of, and a further sum of £30 to be paid out to his solicitor in respect of out-of-pocket expenses, but in regard to the latter sum the solicitor would have to give an undertaking to return the money in the event of the case being reversed on appeal.

"A favourite field of mine," said Mr. John Morley the other night of the Irish judges, whose number he would like to see reduced. The salaries of the Irish judges are, says the *St. James's Gazette*, half as great as the salaries of the judges of England and Wales. If he was including the Lord Chancellor, Mr. Morley under-stated rather than over-stated the figure when he set it down at £64,000 a year. With the Lord Chancellor and the registrars thrown in, the Irish judges take from the Exchequer in salaries hardly less than £80,000 a year, and if the fees and the salaries of the law officers were all included the amount would run easily into six figures. Our own law courts—the Supreme Court of Judicature, that is—run away with considerably over £600,000 a year in all. A quarter of a million sterling goes in salaries to officers of the courts—judges, clerks, messengers, ushers, &c.—and about £12,000 a year is spent by the judges on circuit. The salaries of the judges are not quite £150,000, but it is important to remember that a judge's salary does not cease with his judicial duties, and the annuities to judges no longer in harness amount to £25,000.

The Board of Education has issued a circular to local education authorities in which they say that the board consider it will be convenient for administrative purposes that the appointed day for the purposes of the Education Act, 1902, should be the first day of a calendar month in all cases except those in which it is desired to bring the Act into operation in an existing School Board district about the commencement of October, when it will be more convenient that the 30th of September should be chosen. They understand that many councils are finding it possible to make all the necessary arrangements for beginning their educational administration for all purposes under the Act on the 1st of April next, and it is hoped that this date, or one as soon after as is consistent with the formalities in connection with the approval of schemes for the constitution of education committees, will be widely adopted. It is desired that every local education authority will, as soon as possible, but in no case later than the 12th of March, intimate to the Board of Education the day which they wish to have appointed for their area; and, if this is later than the 1st of May, 1903, will furnish a statement shewing fully the reasons which, in their opinion, render the postponement desirable.

The statement of affairs in the case of Frederick Corbett, who carried on business as a solicitor at Worcester under the style of "F. & H. Corbett," has, says the *Times*, been issued by Mr. Luke J. Sharp, official receiver, who returns the deficiency at £31,839. The debtor, an ex-mayor of Worcester, who was also a city and county councillor, was sentenced to seven years' penal servitude last year for misappropriation of trust funds. Mr. Sharp reports that the debtor had been insolvent since 1889, and, although his affairs continued to grow worse, he, instead of meeting

his creditors, concealed his insolvency by specious misrepresentations, and by the punctual payment of interest out of trust and other moneys which he ought to have invested, finally heaping up, according to his own admission, a deficiency of £31,839 11s. 2d. This amount will, in all probability, be very substantially increased, owing to the exaggerated values which the bankrupt has placed upon certain securities in the hands of creditors whom he returned as fully or partly secured. The creditors are numerous; they are drawn from all classes of society, and embrace a number of trustees and executors. Mr. C. W. F. Clinton, the trustee, reports that at or about the date of his arrest the debtor made a number of dispositions of property of the value of more than £2,000, which will be submitted to the closest investigation. The public examination of the debtor is fixed for the 10th of March.

On Wednesday evening Lord Justice Cozens-Hardy presided over the annual social meeting of the Royal Courts of Justice Temperance Society, of which Lord Alverstone is president, at Lincoln's-inn-hall. There was a large attendance. The chairman delivered an address, in the course of which he referred to the large number of people who came to the law courts, and said that anything which tended to promote the welfare and comfort of those people ought to be welcomed. The society was not a teetotal institution. If it had been he would not have felt himself at liberty to be there. Their object was to meet and overcome that drunkenness which in many parts of the land was a curse, and to do what they could to check that habit which was prejudicial to health, destructive to character, and fatal to domestic happiness. He believed that the real improvement of the people of the country was to be brought about by the influence of the individual man upon the individual man. They could not doubt that there was a strong current in favour of temperance, and a current which might need careful direction, which ought to be utilized while it lasted, and which, he hoped, would lead to powerful results. In his opinion the nation was improving in the matter of temperance. Sir Victor Horsley also addressed the meeting, and remarked that the progress which had been made with the subject they had at heart was astonishing. He congratulated the society on the success of legislation against intemperance, and on the remarkable change which had taken place in the law-givers of this country in regard to the subject. People were not made sober by Acts of Parliament, but speaking from the point of view of another profession, he said they hoped that legislation would help them in the future, at it had in the past. An outcome of the attitude taken by the Government had been that the responsibility of drunkenness had been shifted on to the proper shoulders—namely, those of the man who served the drink. Hitherto the responsibility had rested on the buyer. He was of opinion that the reduction of licences would do a great deal to check chronic inebriety. It had his fullest sympathy, and he believed it would be found that such sympathy was an expression of the common-sense feeling throughout the country. Canon Fleming gave a short address.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.		EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KREWICH.	Mr. Justice BYRNE.
Monday, March	9	Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton
Tuesday	10	Beal	Farmer	Godfrey	Jackes
Wednesday	11	Jackes	King	R. Leach	Pemberton
Thursday	12	Pemberton	Farmer	Godfrey	Jackes
Friday	13	Godfrey	King	R. Leach	Pemberton
Saturday	14	R. Leach	Farmer	Godfrey	Jackes
Date.		Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EAST.
Monday, March	9	Mr. Groswell	Mr. W. Leach	Mr. Beal	Mr. Church
Tuesday	10	Church	Thced	Carrington	Groswell
Wednesday	11	Groswell	W. Leach	Beal	Thced
Thursday	12	Church	Thced	Carrington	W. Leach
Friday	13	Groswell	W. Leach	Beal	Farmer
Saturday	14	Church	Thced	Carrington	King

The Property Mart.

Sales of the Ensuing Week.

- March 11.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, at 2: Freehold Premises, 22, Gracechurch-street. Lot on Repairing Lease for 21 years at £370 per annum. Solicitors, Messrs. Murray, Hutchins, Stirling, & Murray, London. (See advertisement this week, p. 5.)
- March 12.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Freeholds: Islington, House and Workshop; Forest Gate, Detached Residence; Lower Clapton, Prominent Corner Shop; Mile End, Shops and Houses; Limehouse, a Warehouse and two Houses; Leasholds: Mile End, Shops and House; Stoke Newington, Semi-detached Residence; Plaistow, Nine Houses; Harlesden, Residence; Mile End-road, Houses. (See advertisement, Feb. 28, p. 326.)
- March 12.—Messrs. FAREBROTHER & Co., at the Mart, at 2:—Hornsey Rise and Holloway: Important Freehold Ground-rents, amounting to £123 per annum, and a £40 Leasehold Rent. Solicitors, Messrs. Tatham & Proctor, London. (See advertisement, Feb. 28, p. 326.)
- March 13.—Messrs. TYLER & Co., at the Mart, at 2:—Brompton: Improved Leasehold Ground-rents, producing a net annual income of £28, near South Kensington Station, of the rack-rental value of about £485 per annum, held for 23 years. Solicitors, Messrs. Boulton, Sons, & Sandeman, London. (See advertisement, Feb. 28, p. 326.)

Results of Sales.

MESSRS. H. E. FOSTER & CHANFIELD sold the Three Long Leasehold Houses (Nos. 301, 303, and 305, Queen's rd, Battersea), at the Mart, E.C., on Wednesday last, for £860.

REVERSIONS AND LIFE POLICIES.

The same firm also held their usual Fortnightly Sale (No. 734) of the above Interests at the Mart, E.C., on Thursday, when 17 of the 19 Lots offered were sold, the total realized being £15,620.

REVERSIONS:

To One-fourth of £25,635, 4 lives; REVERSIONARY LIFE INTEREST in ditto, also One-sixth of LIFE INTEREST in ditto

Absolute to One-fourth of £1,300; life 60 Sold £2,160
A similar Reversion " £160

Absolute to One-fourth of One-seventh of One-third of Estate of the late Mr. Sergeant Cox, comprising valuable Freehold Property in the City of London and elsewhere, the Goodwill and Business of "The Field," "The Queen," and other newspapers, the capital value of the estate being moderately estimated to exceed upwards of half a million sterling; life 57. Also to One-fourth of One-seventh of One-half of another One-third; life 64, contingent on having no issue 3,000

LIFE POLICIES:

For £3,000 in the Sun; life 45 Sold
For £3,250 in Rock and Eagle; same life together for
For £3,250 in Scottish Widows; same life £4,225.
For £2,300 in Alliance; same life
For £3,000 in Economic; same life
For £1,500 in Hand-in-Hand, life 50, and Amunity of £17 10s., same life 700
For £1,000 National Provident; life 68 540
For £300 Scottish Union and National; life 60 155
For £1,000 Same Office; same life 535
For £1,000 Same Office; same life 485
For £1,000 Norwich Union (Endowment); life 51 440
For £1,000 Rock; life 73 840
For £1,000 Scottish Amicable; life 65 420

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANCHOR TIN MINE, LIMITED.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to James Lawrence, 3, Crown Ct, Old Broad St. Sibbard & Co, Leadenhall St, solicitors for liquidators.

DESMOND'S AUTOMATIC WATER SOFTENER AND PURIFIER, LIMITED.—Pet for winding up, presented Feb 19, directed to be heard March 10. Pisk Norfolk St, Strand, solicitor for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

DOVER COALFIELDS EXTENSION, LIMITED.—Pet for winding up, presented Feb 27, directed to be heard March 10. Gaddison & Co, Gresham St, solicitors for the petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon on March 9.

ELECTRIC LIGHTING BOARDS, LIMITED.—Pet for winding up, directed to be heard Jan 20, was adjourned by the court and will be heard on March 10. J B & F Purchase, Queen Victoria St, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

FINANCE MINES AND INDUSTRIES ASSOCIATION, LIMITED.—Pet for winding up, presented Feb 26, directed to be heard March 10. Grundy & Co, Gresham St, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

GENERAL INVESTORS SYNDICATE, LIMITED.—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to William Hardy King, 13, Basinghall St.

HARPUHEY COLOUR CO, LIMITED.—Creditors are required, on or before March 24, to send in their names and addresses, and the particulars of their debts or claims, to Fred. S. Marsh, 8, Bowlers row, Bolton.

HIGHER MILL SPINNING CO, BURY, LIMITED.—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to William Dawson, 51, Bolton road, Bury. Pickstone & Jones, Radcliffe Bridge, solicitors for the liquidator.

PYRENESE MINERALS, LIMITED.—Pet for winding up, presented Feb 12, directed to be heard before Buckley, J, Feb 24, adjourned to March 10. Ashurst & Co, 17, Throgmorton

av, solicitors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

SOUTH LONDON TRAMWAYS CO, LIMITED.—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, 213, Gresham House, Old Broad St. Blyth & Co, Gresham House, solicitors for liquidator.

STANDARD WELDLESS TUBE AND CYCLE COMPONENTS CO, LIMITED.—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13, Basinghall St.

SURPRISE ARC LAMP SYNDICATE, LIMITED.—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts and claims, to Frank Brown, 1, High St, Croydon.

TANNER'S NEW FIBRE PIPE CO, LIMITED.—Creditors are required, on or before April 9, to send their names and addresses, with particulars of their debts or claims, to Job Nightingale Derbyshire, Bentinck bldgs, Wheeler gate, Nottingham. Hallam, Nottingham, solicitor.

VADE MECUM SYNDICATE, LIMITED.—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Robert L. Devonshire, 1, Frederick's pl, Old Jewry. Devonshire & Co, solicitors to liquidator.

VICTORY & BROWN, LIMITED.—Pet for winding up, presented Feb 25, directed to be heard March 10. Ford & Co, 38, Bloomsbury sq, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ALBION PLATE GLASS INSURANCE CO, LIMITED.—Pet for winding, presented Feb 25, directed to be heard at the Court house, Quay St, Manchester, March 12, at 10. Foulks & Laycock, Brackenrose St, Manchester, solicitors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 12.

London Gazette.—TUESDAY, March 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-INDIAN SPINNING AND MANUFACTURING CO, LIMITED.—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to William Washington Tomlins, Brackenrose St, Manchester.

CARDIFF DISTRICT AND PENARTH HARBOUR TRAMWAYS CO, LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to David Roberts, Caledonian chambers, St Mary St, Cardiff. Morgan & Co, Cardiff, solicitors for liquidator.

CHRISTIAN COMMONWEALTH PUBLISHING CO, LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Lynch Theobald, 57, Moorgate St. Robinson & Stannard, Eastcheap, solicitors to liquidator.

INNES & CO, LIMITED.—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to William Robert Looking, Parliament chambers, Parliament St, Hull. Farrar, Halifax, solicitor to liquidator.

MATLOCK PLEASURE GARDENS CO (IN LIQUIDATION).—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to James Potter, Bridge chambers, Matlock Bridge, solicitor for liquidators.

PRINGLE & HIGGS, LIMITED.—Creditors are required on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Wright Loane, 78, Victoria rd, Stroud Green.

PROVINCIAL ASSURANCE CORPORATION, LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Mr Philip Bates, 110, Edmund St, Birmingham.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 3.

BROTHERTON, GUILIA, Esqer, Surrey April 8 Hawkes v Deatry, Farwell, J Collings, Buckingham St, Strand
HOULTON, JOSEPH, Leytonstone, Essex March 23 Rawles v Morgan, Buckley, J Jarvis, Finsbury St
WILKS, GEORGE, Hythe, Kent March 31 Goble v Wilks, Farwell, J Gardner, Folkestone

Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 24.

RECEIVING ORDERS.

ALDRID, FREDERICK WILLIAM, Gt Yarmouth, Grocer Gt Yarmouth Pet Feb 21 Ord Feb 21

BAGWELL, ROBERT, and PETER KEIR, Carlisle, Painters Carlisle Pet Feb 21 Ord Feb 21

BALDING, BERTHAM, Hendon, Horse Dealer Barnet Pet Jan 24 Ord Feb 19

BALL, HERBERT FRANK, Coleridge rd, Crouch End, Ironmonger High Court Pet Feb 20 Ord Feb 20

BLAY, JAMES, Bedford, Draper Bedford Pet Feb 20 Ord Feb 20

BOILEY, RICHARD, Madley, Hereford, Miller Hereford Pet Feb 20 Ord Feb 20

BRIANT, WILLIAM HENRY, Loudwater, Chepping Wycombe, Bucks, Baker, Grocer, and Butcher Aylesbury Pet Feb 21 Ord Feb 21

BROWN, JOSEPH, Aspley Guise, Beds, Coal Agent Northampton Pet Feb 20 Ord Feb 20

DAVIDSON, MYER, Aberlilly, Mon, Draper Tredegar Pet Feb 19 Ord Feb 19

FOULKES, ROBERT EYAN, Colwyn Bay, Denbigh, Carter Bangor Pet Feb 19 Ord Feb 19

FRERE, THOMAS, Jun, Leeds, Hay Dealer Leeds Pet Feb 18 Ord Feb 18

GOODCHILD, ARTHUR EDWARD, New Broad St, Solicitor High Court Pet Jan 23 Ord Nov 1

HALE, ALBERT HENRY, Cinderford, Glos, Confectioner Gloucester Pet Feb 20 Ord Feb 20

HARRIS, GEORGE, Newmarket, Butcher Cambridge Pet Feb 21 Ord Feb 21

HAWLEY, RICHARD, Selby, Yorks York Pet Feb 19 Ord Feb 19

HUMPHREYS, WILLIAM CORBETT, Sparkbrook, Birmingham, Coal Merchant Birmingham Pet Feb 19 Ord Feb 19

HUNTER, JOHN JAMES, Haydon Bridge, Northumberland Newcastle on Tyne Pet Feb 19 Ord Feb 19

JAMES, ARTHUR, Rushley Green, Catford, Livery Stable Keeper Croydon Pet Jan 22 Ord Feb 17

JONES, THOMAS, Llanadwrn, Carmarthen, Labourer Carmarthen Pet Feb 21 Ord Feb 21

KALIS, JACK, Stoke Newington, Clothier High Court Pet Jan 27 Ord Feb 20

KENWICK, HARVEY GEORGE, Birdport, Worcester, Coal Merchant Worcester Pet Feb 21 Ord Feb 21

KERRIDGE, WILLIAM, Halsey, Cornwall, Grocer Truro Pet Feb 17 Ord Feb 19

LEAHERY, HARRY, and SIDNEY WILLIAM MILLER, Stowmarket, Suffolk, Manufacturing Grocers Bury St Edmunds Pet Feb 20 Ord Feb 20

MASTON, WILLIAM, Otley, Yorks, Builder Leeds Pet Feb 19 Ord Feb 19

MOGG, ALFRED, Croydon Croydon Pet Jan 16 Ord Feb 17

MORRIS, OWEN RICHARD, Cemaes, Anglesey, Grocer Bangor Pet Feb 21 Ord Feb 21

PAULTON, ALBERT HENRY, Wolverhampton, Newspaper Agent Wolverhampton Pet Feb 19 Ord Feb 19

ROTHERY, ALBERT, Liversedge, Yorks, Patent Glazier Dewsbury Pet Feb 5 Ord Feb 20

SHEPARD, GEORGE JAMES, Basing rd, Notting Hill, Cab Proprietor High Court Pet Feb 19 Ord Feb 19

SLOBODINSKY, JACOB LEON, Whitechapel High Court Pet Jan 19 Ord Feb 20

SMITH, CHARLES, Ledbury, Hereford, Wheelwright Worcester Pet Feb 20 Ord Feb 20

SMITH, WALTER ARNOLD, Bolton, Paperhangers Merchant Bolton Pet Feb 21 Ord Feb 21

VEAL, ARTHUR JOHN, Bristol, Provision Merchant Bristol Pet Feb 21 Ord Feb 21

VINCENT, SAMUEL, Howdon on Tyne, Northumberland, Mineral Water Manufacturer Newcastle on Tyne Pet Feb 19 Ord Feb 19

WILLIAMSON, MARK, Bridlington, Gardener Scarborough Pet Feb 20 Ord Feb 20

FIRST MEETINGS.

ANDERSON, WILLIAM STEWART, Leeds, Woollen Merchant March 4 at 11 Off Rec, 22, Park row, Leeds

ANGELL, JOSEPH HENRY, Cirencester, Butcher March 4 at 11 Off Rec, 38, Regent circus, Swindon

BALL, HERBERT FRANK, Coleridge rd, Crouch End, Ironmonger March 9 at 12 Bankruptcy bldgs, Carey St

BERRYMAN, GEORGE SINCLAIR, West Hampstead, Stock Dealer March 6 at 11 Bankruptcy bldgs, Carey St

BIRD, JAMES CHARLES, Montpelier, Bristol, Coal Merchant March 4 at 11.30 Off Rec, 38, Baldwin St, Bristol

BRADBURY, SAMUEL, Birmingham, Boot Repairer March 9 11 174, Corporation St, Birmingham

BRADLEY, JOE KATE, Shepley, nr Huddersfield, Draper March 5 at 3 Off Rec, Prudential bldgs, New St, Huddersfield

BROADBENT, ALFRED, Leeds March 4 at 10.15 Off Rec, 7, Regent St, Barnsley

BROOKHEAD, CHARLES, Outwood, Yorks, Grocer March 4 at 2.30 Off Rec, 6, Bond ter, Wakefield

CHALLIS, PHILIP GEORGE, and FRANK RAYNHAM CHALLIS, Maidstone, Builders March 11 at 11 Off Rec, 9, King St, Maidstone

CHITTENDEN, JOHN, Dover, Confectioner March 5 at 12.30 Off Rec, 68, Castle St, Canterbury

COOK, THOMAS, Lostwithiel, Cornwall, Saddler March 5 at 12 Off Rec, Boscastle St, Truro

DARTVILLE, THOMAS, Higher Green, Poulton le Fyde, Lancs, Grocer March 6 at 3 Off Rec, 14, Chapel St, Preston

DUFFIELD, GEORGE ANTHONY, West Tarring, Worthing, Builder March 5 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

EASE, ALFRED, Buxton, Sussex, Coal Merchant March 5 at 3 4, Pavilion bldgs, Brighton

ELSON, ALFRED GEORGE, Bushey Heath, Herts, Builder March 4 at 12 Off Rec, 93, Temple chambers, Temple av

FRERE, THOMAS, Jun, Leeds, Hay Dealer March 4 at 11.30 Off Rec, 22, Park row, Leeds

FRUEN, CHARLES, Warnham, Sussex, Speculator March 6 at 2.30 Off Rec, 24, Railway app, London Bridge

GOODCHILD, ARTHUR EDWARD, New Broad st, Solicitor March 11 at 11 Bankruptcy bldgs, Carey st

GREGORY, THOMAS EDWARD, Pershore, Market Gardener March 4 at 11 45, Copenhagen st, Worcester

GUDKIN, ROBERT, Wightman rd, Hornsey, Manufacturer March 11 at 12 Bankruptcy bldgs, Carey st

HAWLEY, RICHARD, Selby March 9 at 12.30 Off Rec, The Red House, Duncombe pl, York

HOBSON, GEORGE WILLIAM JAMES, Shepherd's pl, Upper Brook st, Cigarette Manufacturer March 6 at 2.30 Bankruptcy bldgs, Carey st

HOWELS, DAVID, Penryn, Merthyr Tydfil, Labourer March 4 at 12-13.5, High st, Merthyr Tydfil

HUGHES, NICHOLAS, Merthyr Vale, Glam, Grocer March 5 at 12 13.5, High st, Merthyr Tydfil

HUTTEN, JOHN JAMES, Haydon Bridge, Northumberland, March 4 at 11.30 Off Rec, 30, Mosely st, Newcastle on Tyne

HYMAN, HERBERT HARRIS, Brewet st, Regent st, Licensed Victualler March 10 at 12 Bankruptcy bldgs, Carey st

JACKSON, WILLIAM JAMES, Burdett rd, Limehouse, Grocer March 9 at 11 Bankruptcy bldgs, Carey st

JACOBS, WOOLF, Birmingham, Tailor March 5 at 12 174, Corporation st, Birmingham

KENWICK, HARVEY GEORGE, Birdport, Worcester, Coal Merchant March 5 at 11 45, Copenhagen st, Worcester

LACHMAN, M, Palace ct March 4 at 11 Bankruptcy bldgs, Carey st

LAW, JAMES BROWN, Faversham, Kent, Watchmaker March 5 at 9 Off Rec, 68, Castle st, Canterbury

LAW, SAMUEL JAMES, Derby, Grocer March 4 at 11 Off Rec, 47, Full st, Derby

LAMPENY, LOUIS, Hampstead, Furniture Salesman March 10 at 11 Bankruptcy bldgs, Carey st

LITTLEWOOD, JOHN ALBERT, Heeley, Sheffield, Butcher's Outfitter March 4 at 12 Off Rec, Fig Tree ln, Sheffield

MCNAMARA, WILLIAM JOSEPH, London st, Paddington, Decorator March 10 at 2.30 Bankruptcy bldgs, Carey st

MARTON, WILLIAM, Otley, York, Builder March 4 at 12 Off Rec, 22, Park row, Leeds

MEALING, ALBERT EDWIN, High Wycombe, Chair Manufacturer March 4 at 11 Red Lion Hotel, High Wycombe

MIRKIS, JOHN, Faversham, Kent, General Warehouseman March 5 at 12 Off Rec, 68, Castle st, Canterbury

MYTTON, ALEXANDER, Birmingham, Painter March 9 at 12 174, Corporation st, Birmingham

NEWBY, WILLIAM FRANCIS LANGREER, Smethwick, Staffs, Hardware Agent March 5 at 11 174, Corporation st, Birmingham

NORTHCOTE, ISABELLA MARY AGUSTA STAFFORD, Holland pk March 11 at 2.30 Bankruptcy bldgs, Carey st

OLLIS, FREDERICK JOHN, Old st, St Luke's, Boot Dealer March 9 at 2.30 Bankruptcy bldgs, Carey st

OYSTON, GEORGE, Kingston upon Hull, Butcher March 4 at 11 Off Rec, Trinity House ln, Hull

PARKINSON, BENJAMIN, Rotherham, Carter March 4 at 12.30 Off Rec, Firtree ln, Sheffield

PARKINSON, LEONARD, Sheffield, Grocer March 4 at 1 Off Rec, Firtree ln, Sheffield

PYLE, FRANK LESLIE, Streatham, Builder March 6 at 11.30 24, Railway app, London Bridge

RANDON, GEORGE, Hathers, Leicester, Hosiery Manufacturer March 4 at 12 Off Rec, 1, Berridge st, Leicester

SARCEL, EDWIN, Trebarn, Glam, Collier March 6 at 3 135, High st, Merthyr Tydfil

SCHULTZ, SIMON, Kingston upon Hull, Tobacconist March 4 at 11.30 Off Rec, Trinity House ln, Hull

SHEPARD, GEORGE JAMES, Basing rd, Notting Hill, Cab Proprietor March 4 at 12 Bankruptcy bldgs, Carey st

SLOBODINSEY, JACOB LEON, Whitechapel March 5 at 12 Bankruptcy bldgs, Carey st

SMITH, CHARLES, Leobury, Wheelwright March 4 at 11.30 45, Copenhagen st, Worcester

THOMAS, SAMUEL JOHN, Liverpool, Clothier March 4 at 3 Off Rec, 35, Victoria st, Liverpool

TURNER, DAVID, Rowley Regis, Staffs, March 4 at 11 Off Rec, 199, Wolverhampton st, Dudley

VICKERY, RICHARD LEWIS, Herne Bay, Fishmonger March 5 at 2.15 Off Rec, 68, Castle st, Canterbury

WEBER, WILLIAM HENRY, Laids, Plymouth, Journeyman Plasterer March 5 at 11 4, Athenaeum ter, Plymouth

WELLS, GEORGE HENRY, Sparkbrook, Birmingham, Mail Cart Manufacturer March 4 at 11 174, Corporation st, Birmingham

WRIGHT, ALFRED EMANUEL, Ash Vale, Surrey, Builder March 5 at 12.30 24, Railway app, London Bridge

ADJUDICATIONS.

ALDERD, FREDERICK WILLIAM, Gt Yarmouth, Grocer Gt Yarmouth Pet Feb 21 Ord Feb 21

BAGGALL, ROBERT, and PETER KEAR, Carlisle, Painters Carlisle Pet Feb 21 Ord Feb 21

BALL, HENRY FRANK, Brick ln, Bethnal Green, Ironmonger High Court Pet Feb 20 Ord Feb 20

BARRETT, EDGAR, Chelmsford, Cycle Agent Chelmsford Pet Feb 12 Ord Feb 12

BLAY, JAMES, Bedford, Clothier Bedford Pet Feb 20 Ord Feb 20

BOWLEY, RICHARD, Madley, Hereford, Miller Hereford Pet Feb 20 Ord Feb 20

BRIANT, WILLIAM HENRY, Chipping Wycombe, Bucks, Baker Aylesbury Pet Feb 21 Ord Feb 21

BROWN, JONAS, Ashley Grove, Bedford, Coal Agent Northampton Pet Feb 20 Ord Feb 20

COULSON, WILLIAM, Dewsbury, Financial Agent Dewsbury Pet Feb 4 Ord Feb 19

DAVIDSON, MYER, Abertillery, Mon, Draper Tredegar Pet Feb 19 Ord Feb 19

DODDS, REBECCA MARY, Scarborough, Ladies' Outfitter Scarborough Pet Feb 3 Ord Feb 21

FOULKER, ROBERT EVAN, Colwyn Bay, Carter Bangor Pet Feb 19 Ord Feb 19

FREEZE, THOMAS, Jun, Leeds, Hay Dealer Leeds Pet Feb 18 Ord Feb 18

GRIGGS, JOHN, Cardiff, Licensed Victualler Cardiff Pet Jan 23 Ord Feb 19

HALE, ALBERT HENRY, Cinderford, Glos, Confectioner Gloucester Pet Feb 20 Ord Feb 20

HARRIS, GEORGE, Newmarket, Butcher Cambridge Pet Feb 21 Ord Feb 21

HAWLEY, RICHARD, Selby York Pet Feb 19 Ord Feb 19

HUNTER, JOHN JAMES, Haydon Bridge, Northumberland, Newcastle upon Tyne Pet Feb 19 Ord Feb 20

JACOBS, WOOLF, Birmingham, Tailor Birmingham Pet Jan 17 Ord Feb 19

JONES, THOMAS, Llywnelefach, Llansadwn, Labourer Camarthen Pet Feb 21 Ord Feb 21

KENWICK, HARVEY GEORGE, Birdport, Worcester, Coal Merchant Worcester Pet Feb 21 Ord Feb 21

LUKE, ALEXANDER LOCKERAM, Caversham, Builder Reading Pet Feb 3 Ord Feb 18

MCNAMARA, WILLIAM JOSEPH, London st, Paddington, Decorator High Court Pet Feb 12 Ord Feb 20

MARTON, WILLIAM, Otley, York, Builder Leeds Pet Feb 19 Ord Feb 19

MITCHELL, ANDREW, Dursley, Glos, Chemist Gloucester Pet Dec 30 Ord Feb 20

MORRIS, OWEN RICHARD, Cemaes, Anglesey, Grocer Bangor Pet Feb 21 Ord Feb 21

OLLIS, FREDERICK JOHN, Old st, St Luke's, Boot Dealer High Court Pet Feb 14 Ord Feb 20

PAULTON, ALBERT HENRY, Wolverhampton, Newspaper Agent Wolverhampton Pet Feb 19 Ord Feb 19

PRICE, JOHN, Cleveland st, Fitzroy sq, Dairyman High Court Pet Jan 16 Ord Feb 21

ROBERTS, STEPHEN, Summer rd, Peckham, Draper High Court Pet Jan 22 Ord Feb 21

ROBINSON, FRANCES ALICE, Chesterfield, Draper Chesterfield Pet Dec 16 Ord Feb 20

SHEPARD, GEORGE JAMES, Basing rd, Notting Hill, Cab Proprietor High Court Pet Feb 19 Ord Feb 19

SMITH, CHARLES, Leobury, Hereford, Wheelwright Worcester Pet Feb 20 Ord Feb 20

SMITH, WALTER ARNOLD, Bolton, Paperhangings Merchant Bolton Pet Feb 21 Ord Feb 21

TESTALL, JAMES, Birmingham, Baker Birmingham Pet Feb 17 Ord Feb 20

VINCENT, SAMUEL, Howdon on Tyne, Mineral Water Manufacturer Newcastle on Tyne Pet Feb 19 Ord Feb 19

WILLIAMSON, MARK, Bridlington, Gardener Scarborough Pet Feb 20 Ord Feb 20

WILSON, WILLIAM JAMES, Eastcheap bldgs, Eastcheap, Colliery Agent High Court Pet Jan 2 Ord Feb 19

Amended notice substituted for that published in the London Gazette of Jan 27:

ELLIS, WALTER BOWLEY, Regent st, Commission Agent High Court Pet Nov 3 Ord Jan 24

ADJUDICATION ANNULLED.

LINDSAY, AMOS J, Preston, Brighton, Engine Fitter Brighton Adjud April 2, 1902 Annual Feb 12, 1903

London Gazette.—FRIDAY, Feb. 27.

RECEIVING ORDERS.

ATKINSON, ROBERT, St Anton, Austria, Photograph Apparatus Manufacturer High Court Pet Nov 11 Ord Feb 24

BALKE, HENRY, Bridge Gate, Derby, Rabbit Salesman Derby Pet Feb 21 Ord Feb 21

BARBER, KENNETH BAXTER, Newmarket, Watchmaker Cambridge Pet Feb 25 Ord Feb 25

BEAVEN, HARRY, St George, Bristol, Grocer Bristol Pet Feb 25 Ord Feb 25

BEST, ALFRED, Erdington, Warwick, Tailor Birmingham Pet Feb 24 Ord Feb 24

BOHNS, JULIUS, Minorities, Aldgate, High Court Pet Jan 16 Ord Feb 23

BOWEN, WILLIAM, Darlington, Staffs, General Dealer Walsall Pet Feb 21 Ord Feb 21

BOWMER, CHARLES ALBERT, North Shields, Draper Newcastle on Tyne Pet Feb 25 Ord Feb 25

BREZ, JAMES BEARDMORE, Patricott, Lancs, Builder Salford Pet Feb 12 Ord Feb 24

COOPER, CHARLES, Winchcomb, Glos, Millwright Cheltenham Pet Feb 23 Ord Feb 23

COX, EBERKE, Radden, Northampton, General Dealer Northampton Pet Feb 24 Ord Feb 24

DAVIES, THOMAS, Treawla, Glam, Boot Maker Pontypridd Pet Feb 23 Ord Feb 23

FINNEY, BENJAMIN BENSOW, Collington, Hereford, Farmer Worcester Pet Jan 22 Ord Feb 23

GEE, ROBERT, Newcastle on Tyne, Plumber Newcastle on Tyne Pet Feb 23 Ord Feb 23

GIBBS, EMANUEL, Middlesbrough, Somerset, Innkeeper Bridgewater Pet Feb 24 Ord Feb 24

GREEN, EDMUND, Westoughton, Lancs, Decorator Bolton Pet Feb 23 Ord Feb 23

HAMMOND, CHARLES EDWARD, Rodenhalls with Harleston, Norfolk, Farmer Ipswich Feb 2 Ord Feb 24

HARRIS, ARTHUR HENRY, Morehead Bishop, Devon, Farmer Exeter Pet Feb 25 Ord Feb 25

HAWKINS, ALFRED, Sandown, T of W, Boot Dealer Newport and Lyde Pet Feb 24 Ord Feb 24

HOLLOWAY, GEORGE, Kingston on Thames, Confectioner Kingston, Surrey Pet Feb 23 Ord Feb 25

HOGGTON, JOHN, Bolton, Shoeing Smith Bolton Pet Feb 24 Ord Feb 24

JONES, SARAH, Rhosidul, Wrexham, Denbigh, Refreshment House Keeper Wrexham Pet Feb 23 Ord Feb 23

KAY, WILLIAM, Ilkley, York, Cabinet Maker Leeds Pet Feb 23 Ord Feb 23

KELLY, FRANK, Plymouth, Baker Plymouth Pet Feb 23 Ord Feb 23

KIBBY, WALTER, Threkingham, Lincs, Innkeeper Boston Pet Feb 24 Ord Feb 24

LAWSON, ALLAN JOHN, Victoria st, Westminster High Court Pet Jan 20 Ord Feb 25

LEER, JOE, Colcar, nr Huddersfield, Flock Dealer Huddersfield Pet Feb 25 Ord Feb 25

LEVET, LOUIS, Newcastle on Tyne, Clothes Dealer Newcastle on Tyne Pet Feb 19 Ord Feb 24

MARCHESI, L, Greek st, Soho, Wine Merchant High Court Pet Feb 19 Ord Feb 23

MARCUS, PHILIP, Old Cavendish st, Oxford st, Tailor High Court Pet Nov 24 Ord Feb 25

MASH, JOSEPH WRIGHT, Balham, Fruiterer Wandsworth Pet Feb 23 Ord Feb 23

MITTON, ARTHUR, Leeds Leeds Pet Feb 23 Ord Feb 23

NEAL, THOMAS, sen, Exeter, Brass Polisher Exeter Pet Feb 24 Ord Feb 24

PREBBLE, EDWIN FREDERICK, Folkestone, Builder Canterbury Pet Feb 23 Ord Feb 23

RAISON, HENRY, Chadwell Heath, Essex Chelmsford Pet Jan 29 Ord Feb 23

RICHMOND, ISRAEL, Hackney rd, Boot Manufacturer High Court Pet Feb 24 Ord Feb 24

RODGE, W J, Balham Wandsworth Pet Feb 5 Ord Feb 23

RUSSELL, FRED, Tottenham, Builder Edmonton Pet Feb 3 Ord Feb 23

SCOREARI, GIROLAMO, Whitfield st, Tottenham ct rd, Cook High Court Pet Feb 23 Ord Feb 25

SHARROCK, GEORGE, Frodham, Chester, Saddler Warrington Pet Feb 25 Ord Feb 25

SKOW, RICHARD CLOUGH, Epworth, Lincs, Labourer Sheffield Pet Feb 25 Ord Feb 25

THEARLE, JOHN SAMUEL, Lower Tooting, Laundry Engineer Canterbury Pet Feb 23 Ord Feb 23

THORNECROFT, CHARLES VANDYKE, Bishops Cleeve, Herts, Solicitor Hertford Pet Jan 31 Ord Feb 21

TOPP, WILLIAM BROOKING, Cardiff, Tailor Cardiff Pet Feb 24 Ord Feb 24

TRAUTMAN, —, Putney, Pork Butcher Wandsworth Pet Feb 6 Ord Feb 24

TUCKER, JOSEPH PETER, Ventnor, I of W, China Dealer Newport and Ryde Pet Feb 24 Ord Feb 24

WHEATER, WILLIAM, New Benwell, Northumberland, Musical Instrument Dealer Newcastle on Tyne Pet Feb 24 Ord Feb 24

WHITEHEAD, DYSON, Eccles, Lancs, Grocer Salford Pet Feb 21 Ord Feb 21

WILCOCK, SAMUEL, Rotherham, Yorks, Drysalter Sheffield Pet Feb 24 Ord Feb 24

WILKINSON, MARY ANN, Bowling Old ln, Bradford, Grocer Bradford Pet Feb 25 Ord Feb 25

WILLIAMS, HENRY, Treherbert, Glam, Hay Merchant Pontypridd Pet Feb 23 Ord Feb 23

WILSON, TOM, Holbeck, Publican Leeds Pet Feb 24 Ord Feb 24

YKEMANS, THOMAS, Barnsley, Insurance Agent Barnsley Pet Feb 24 Ord Feb 24

FIRST MEETINGS.

ATKINSON, ROBERT, Anton, Austria, Photograph Apparatus Manufacturer March 12 at 12 Bankruptcy bldgs, Carey st

BAGGALL, ROBERT, and PETER KEAR, Carlisle, Painters March 11 at 3 Off Rec, 34, Fisher st, Carlisle

BORNE, JULIUS, Minorities, Aldgate March 10 at 1 Bankruptcy bldgs, Carey st

COCKS, ELIJAH, Pentney, Norfolk, Publican March 19 at 10.30 Court house, King's Lynn

COWNEADOW, WILLIAM JOHN, Drybrook, Glos, Grocer March 7 at 12 Off Rec, Station rd, Gloucester

DEKE, WILLIAM HENRY, Gt Yarmouth, Grocer March 9 at 1.30 Off Rec, 5, King st, Norwich

DUCKWORTH, THOMAS, Church, Lancs March 11 at 10.45 County Court House, Blackburn

FINNEY, BENJAMIN BENSOW, Collington, Hereford, Farmer March 7 at 2 45, Copenhagen st, Worcester

GEE, ROBERT, Newcastle on Tyne, Plumber March 9 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

GREEN, EDMUND, Westoughton, Lancs, Decorator March 9 at 12 Exchange st, Bolton

GRIFFITHS, GRIFFITH, Cricketh, Carmarvon, Licensed Victualler March 9 at 12 Crypt chambers, Eastgate row, Chester

GRIFFITHS, JOHN, Cardiff, Grocer March 9 at 11 Off Rec, 117, St Mary st, Cardiff

HALES, WILFRED BURCKHARDT, Atherstone, Cambridge Student March 7 at 2.30 Off Rec, 5, Petty Cury, Cambridge

HAMMOND, CHARLES EDWARD, Rodenhalls with Harleston, Norfolk, Farmer March 10 at 12.30 Off Rec, 36, Princes st, Ipswich

HORTON, FRANCIS, Wolverhampton, Coal Merchant March 10 at 12 Off Rec, Wolverhampton

HOUGHTON, JOHN, Bolton, Shoeing Smith March 10 at 3 19, Exchange st, Bolton

JONES, RODERICK DAVID, New Tredegar, Grocer March 9 at 3 135, High st, Merthyr Tydfil

JONES, THOMAS, Llansadwn, Carmarthen, Labourer March 7 at 12 Off Rec, 4, Queen st, Carmarthen

JONES, WILLIAM, Trawynydd, Merioneth, Butcher March 9 at 12.30 Crypt chambers, Eastgate row, Chester

KAY, WILLIAM, Ilkley, Yorks, Cabinet Maker March 9 at 12 Off Rec, 22, Park row, Leeds

KNEBOW, WILLIAM, St Blazey, Cornwall, Grocer March 9 at 12 Off Rec, Boswell st, Truro

LAMES, JOHN WILLIAM, Bisham, Norfolk, Coal Merchant March 7 at 1 Off Rec, 8, King st, Norwich

LEADERY, HARRY, and SIDNEY WILLIAM MILLER, Slough, market, Suffolk, Manufacturing Grocers March 10 at 12 Off Rec, 36, Princes st, Ipswich

LEVET, LOUIS, Newcastle on Tyne, Clothes Dealer March 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

LUKE, ALEXANDER LOCKERAM, Caversham, Builder March 12 at 12 Queen's Hotel, Reading

MITTON, ARTHUR, Burley, Leeds March 9 at 11.30 Off Rec, 22, Park row, Leeds

NEAL, THOMAS, son, Exeter, Brass Polisher March 12 [at 10.30 Off Rec, 9, Bedford circus, Exeter]
 PAULTON, ALBERT HERSE, Wolverhampton, Newspaper Agent March 10 at 11.30 Off Rec, Wolverhampton
 PERKINS, GEORGE, Hanwell, Baker March 5 at 11.30 Off Rec, 195, Temple chambers, Temple av
 SEYMOUR, ARTHUR EDWIN, West Hartlepool, General Dealer March 9 at 2.30 Grand Hotel, West Hartlepool
 SHERRARD, HERBERT EDWARD HENRY, High rd, Tottenham, Undertaker March 7 at 12 Off Rec, 55, Temple chambers, Temple av
 SMITH, WALTER ARNOLD, Bolton, Paperhangings Merchant March 7 at 11.19, Exchange st, Bolton
 TEBBUTT, JOHN POTTER, Sandiacre, Derby March 7 at 11 Off Rec, 47, Full st, Derby
 THOMAS, THOMAS HARRIS, Bridgend, Draper March 10 at 10 Off Rec, 117, St Mary st, Cardiff
 TODD, WILLIAM, Ainsdale, Lancs, Builder March 11 at 12 Off Rec, 35, Victoria st, Liverpool
 WILLIAMSON, MARK, Bridlington, Greengrocer March 9 at 4.74, Newborough, Scarborough
 WILSON, TOM, Holbeck, Leeds, Publican March 9 at 11 Off Rec, 22 Park row, Leeds

ADJUDICATIONS.

AUSTIN, JESSE JAMES, West Bridgford, Notts, Builder Nottingham Pet Jan 20 Ord Feb 23
 BAKER, HENRY, Derby, Rabbit Salesman Derby Pet Feb 21 Ord Feb 21
 BARBER, ERNEST BAXTER, Newmarket, Watchmaker Cambridge Pet Feb 25 Ord Feb 25
 BERT, ALFRED, Erdington, Warwick, Tailor Birmingham Pet Feb 24 Ord Feb 25
 BOWEN, WILLIAM, Darlington, Staffs, General Dealer Walsall Pet Feb 21 Ord Feb 21
 COOPER, CHARLES, Winchcomb, Glos, Millwright Cheltenham Pet Feb 23 Ord Feb 23
 COX, EBENEZER, Rushden, Northampton, General Dealer Northampton Pet Feb 24 Ord Feb 24
 DAVIES, THOMAS, Trevalaw, Glam, Boot Maker Pontypridd Pet Feb 23 Ord Feb 23
 FINNEY, BENJAMIN BENBOW, Collington, Hereford, Farmer Worcester Pet Jan 22 Ord Feb 23
 GIBBS, EMANUEL, Middlezey, Somerset, Innkeeper Bridgewater Pet Feb 24 Ord Feb 24
 GREEN, EDMUND, Westhoughton, Lancs, Decorator Bolton Pet Feb 23 Ord Feb 23
 GUNY, CHARLES JAMES ANGEL, Slorne st, Photographer High Court Pet Nov 7 Ord Feb 23
 HAWKINS, ALFRED, Sandown, I of W, Dealer in Boots Newport Pet Feb 24 Ord Feb 24
 HOUGHTON, JOHN, Bolton, Shoeing Smith Bolton Pet Feb 24 Ord Feb 24
 JONES, SARAH, Rhosidw, Wrexham, Refreshment House Keeper Wrexham Pet Feb 23 Ord Feb 23
 KAY, WILLIAM, Ilkley, Yorks, Cabinet Maker Leeds Pet Feb 23 Ord Feb 23
 KELLY, FRANK, Plymouth, Baker Plymouth Pet Feb 23 Ord Feb 23
 KISBY, WALTER, Threshingham, Lines, Innkeeper Boston Pet Feb 24 Ord Feb 24
 KNEEDER, WILLIAM, St Blazey, Cornwall, Grocer Truro Pet Feb 17 Ord Feb 23
 LEE, JOE, Golcar, nr Huddersfield, Flock Dealer Huddersfield Pet Feb 23 Ord Feb 23
 MACALESTRY, JOHN DANIEL, Birkenhead, House Furnisher Birkenhead Pet Feb 3 Ord Feb 24
 MARSH, JOSEPH WRIGHT, Balham, Fruiterer Wandsworth Pet Feb 23 Ord Feb 23
 MITTON, ARTHUR, Burley, Leeds Leeds Pet Feb 23 Ord Feb 23
 MOGO, ALFRED, Croydon Croydon Pet Jan 16 Ord Feb 20
 NEAL, THOMAS, son, Exeter, Brass Polisher Exeter Pet Feb 24 Ord Feb 24
 FORBES, D'ARNOUD, LOUIS EMILE, Hornchurch, Essex, Exhibition Agent Chelmsford Pet Jan 28 Ord Feb 21
 PERRILL, EDWIN, FREDERICK, Folkestone, Builder Canterbury Pet Feb 23 Ord Feb 23
 RICHMOND, ISRAEL, Hackney rd, Boot Manufacturer High Court Pet Feb 24 Ord Feb 24
 SHARBROOK, GEORGE, Frodsham, Saddler Warrington Pet Feb 25 Ord Feb 25
 SKIPPET, CHARLES, Whitley Bay, House Furnisher Newcastle on Tyne Pet Feb 10 Ord Feb 23
 SLOW, RICHARD CLUGHER, Epworth, Lines, Labourer Sheffield Pet Feb 25 Ord Feb 25
 TUCKER, JOSEPH PETER, Ventnor, I of W, China Dealer Newport Pet Feb 24 Ord Feb 24
 VREAL, ARTHUR JOHN, Temple Gate, Bristol, Provision Merchant Bristol Pet Feb 21 Ord Feb 23
 WHITERHEAD, DYSON, Manton, Eccles, Lancs, Grocer Salford Pet Feb 21 Ord Feb 21
 WILCOCK, SAMUEL, Rotherham, Yorks, Drysalter Sheffield Pet Feb 24 Ord Feb 24
 WILKINSON, MARY ANN, Bowling Old in, Bradford, Grocer Bradford Pet Feb 25 Ord Feb 25
 WILLIAMS, HENRY, Treherbert, Glam, Hay Merchant Pontypridd Pet Feb 23 Ord Feb 23
 WILSON, TOM, Holbeck, Leeds, Leeds, Publican Leeds Pet Feb 24 Ord Feb 24
 YEOMANS, THOMAS, Barnsley, Insurance Agent Barnsley Pet Feb 24 Ord Feb 24

Amended notice substituted for that published in the London Gazette of Feb 10:

WHAT, CHARLES, Manchester, Hawker Nottingham Pet Dec 23 Ord Feb 4

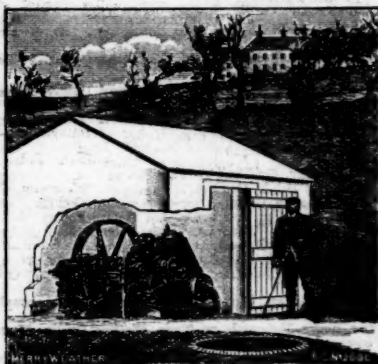
London Gazette.—TUESDAY, MARCH 3.

RECEIVING ORDERS.

ABELL, SAMUEL RICHARD, Leicester Leicester Pet Feb 27 Ord Feb 27
 ALEXANDER, LAMUEL, Edgware rd, Fishmonger High Court Pet Feb 23 Ord Feb 23
 ALLEN, FREDERICK JESSE, Clevedon, Somerset, House and Estate Agent Bristol Pet Feb 26 Ord Feb 26

MERRYWEATHERS'

SYSTEM OF



OIL ENGINE AND HAYFIELD PUMP.

WATER SUPPLY
to ESTATES, &c.

Reports Prepared,
Water Found,
Pumps Fixed.

Write for Pamphlet.

FIRE PROTECTION

On up-to-date Principles.

ELECTRIC LIGHTING on Merryweathers' Safe System.

MERRYWEATHERS,

63, LONG ACRE, LONDON, W.C.

FIRST MEETINGS.

ALEXANDER, LAMUEL, Edgware rd, Fishmonger March 13 at 12 Bankruptcy bldgs, Carey st
 ALLEY, FREDERICK JESSE, Clevedon, Somerset, House Agent March 11 at 12 Off Rec, 26, Baldwin st, Bristol
 AUSTIN, JESSE JAMES, West Bridgford, Notts, Builder March 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 BARBER, ERNEST BAXTER, Newmarket, Watchmaker March 11 at 3 The White Hart Hotel, Newmarket
 BARRITT, EDGAR, Chelmsford, Cycle Agent March 14 at 12 95, Temple chambers, Temple av
 BEAVEN, HARRY, St George, Bristol, Grocer March 11 at 11.45 Off Rec, 26, Baldwin st, Bristol
 BLAY, JAMES, South Bedford, Clothier March 13 at 3 Off Rec, Bridge st, Northampton
 BOURN, CHARLES ALBERT, N Shields, Draper March 11 at 12 Off Rec, 33, Mosley st, Newcastle on Tyne
 BROWN, JOSEPH, Aspley Guise, Beds, Coal Agent March 11 at 3 Off Rec, Bridge st, Northampton
 CLARK, ALBERT ERNEST, Plymouth, Tailor March 13 at 11 Off Rec, 8, Athenaeum ter, Plymouth
 COLEMAN, JAMES HENRY, Lambeth Palace rd, Licensed Victualler's Manager March 13 at 11 Bankruptcy bldgs, Carey st
 COOPER, CHARLES, Winchcomb, Glos, Millwright March 12 at 11.15 County Court bldgs, Cheltenham
 COX, CHARLES EDWARD, Ilkeston, Road Contractor March 11 at 3 Off Rec, 47, Full st, Derby
 COX, EBENEZER, Rushden, Northampton, General Dealer March 11 at 12 Off Rec, Bridge st, Northampton
 DAVIDSON, MYER, Abertillery, Mon, Draper March 12 at 3 135, High st, Merthyr Tydfil
 DAVIES, THOMAS, Trevalaw, Glam, Boot Maker March 11 at 12 135, High st, Merthyr Tydfil
 DICKINSON, CECIL, Laurence Pountney In, Cannon st, Solicitor March 12 at 11 Bankruptcy bldgs, Carey st
 GIBBS, EMANUEL, Middlezey, Somerset, Innkeeper March 11 at 11 Mr W H Tamlyn, High st, Bridgewater
 HALE, ALBERT HENRY, Cinderford, Glos, Confectioner March 14 at 12 Off Rec, Station rd, Gloucester
 HARRIS, GEORGE, Newmarket, Butcher March 11 at 2.30 The White Hart Hotel, Newmarket
 HAWKINS, ALFRED, Sandown, Shoe Dealer March 11 at 3.30 Off Rec, 19, Quay st, Newport, I of W
 JEFFERY, THOMAS WILLIAM, Erith, Kent, Boot Maker March 16 at 12.15 115, High st, Rochester
 JONES, JOHN BENNIO, Brailes, Warwick, Schoolmaster March 11 at 12 1, St Aldate's, Oxford
 KALIS, JACK, Hoxton, Kent, March 16 at 12 Bankruptcy bldgs, Carey st
 KELLY, FRANK, Plymouth, Baker March 12 at 11 Off Rec, 6, Athenaeum ter, Plymouth
 LAW, JIM, West Melton, Yorks, General Dealer March 11 at 12 Off Rec, Figgess In, Sheffield
 LAWSON, AELAN JOHN, Victoria st, Westminster March 16 at 11 Bankruptcy bldgs, Carey st
 LEES, JOE, Golcar, nr Huddersfield, Flock Dealer March 12 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
 LIPSTON, JOHN, Lamberhead green, Pemberton, Provision Dealer March 12 at 10 Court house, Crawford st, Wigan
 MACDONALD, DUNCAN C, Tunbridge Wells March 11 at 12.30 24, Railway app, London Bridge
 MARCHALL, L, Greek st, Soho, Wine Merchant March 13 at 2.30 Bankruptcy bldgs, Carey st
 MOGO, ALFRED, Croydon March 12 at 11.30 24, Railway app, London Bridge

MYNNS, H.H., Luton March 12 at 11 Court house, Luton
PARRY, HUGH ROBERT, Duchess st, Portland pl March 16 at 11 Bankruptcy bldgs, Carey st
RATHMELL, WILLIAM, Bell Busk, Yorks, Farmer March 12 at 3 Off Rec, 23, Tyne st, Bradford
RICHMOND, ISRAEL, Hackney rd, Boot Manufacturers March 11 at 12 Bankruptcy bldgs, Carey st
ROSE, JOHN WILLIAM, Brixton Prison, Solicitor March 12 at 11 Bankruptcy bldgs, Carey st
ROTHERY, ALBERT, Liversedge, Yorks, Patent Glazier March 11 at 3 Off Rec, Bank chmbrs, Corporation st, Dewsbury
SCORARI, GIROLAMO, Whitfield st, Tottenham Court rd, Cook March 16 at 12 Bankruptcy bldgs, Carey st
SHAWCROSS, CATHERINE ELIZABETH, Bury, Lanes, Farmer March 12 at 3 Derby Hotel, Bury
STOKES, SARAH, and **WILLIAM DEABLE STOKES**, Eekington, Derby, Builders March 13 at 1.30 Angel Hotel, Chesterfield
TATTON, FRANK, Old Jewry chmbrs, Solicitor March 11 at 11 Bankruptcy bldgs, Carey st
THOMPSON, WILLIAM, Bishopsgate st Within, Builder March 12 at 12 Bankruptcy bldgs, Carey st
TUCKER, JOSEPH PETER, Ventnor, I of W, China Dealer March 11 at 3 Off Rec, 19, Quay st, Newport, I of W
VEAL, ARTHUR JOHN, Bristol, Provision Merchant March 11 at 11.30 Off Rec, 26, Baldwin st, Bristol
WHEATER, WILLIAM, Newcastle upon Tyne, Musical Instrument Dealer March 11 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
WHITHEAD, DYSON, Monton, Eccles, Grocer March 11 at 2.30 Off Rec, Bytton st, Manchester
WILCOCK, SAMUEL, Rotherham, Yorks, Dryalter March 11 at 12.30 Off Rec, Figtire ln, Sheffield
WILKINSON, MARY ANN, Bradford, Grocer March 11 at 3 Off Rec, 23, Tyne st, Bradford
WILSON, JAMES, Starbeck, Yorks, Painter March 11 at 12.30 Off Rec, The Red House, Duncombe pl, York

ADJUDICATIONS.

ABELL, SAMUEL, RICHARD, Leicester Leicester Pet Feb 27 Ord Feb 27
BOWMER, CHARLES ALBERT, North Shields, Draper Newcastle on Tyne Pet Feb 25 Ord Feb 25
BREZ, JAMES, Beardmore, Patricroft, Lanes, Joiner Salford Pet Feb 12 Ord Feb 28

BROWN, FRANK, Bilston, Staffs, Grocer Wolverhampton Pet Feb 28 Ord Feb 28
CARLESS, FREDERICK JOHN, Walsall, Currier Walsall, Pet Jan 20 Ord Feb 25
CHAMPERT, HERBERT, Horfield, Bristol, Commercial Traveller Bristol Pet Feb 28 Ord Feb 28
CLARK, ALBERT ERNEST, Plymouth, Tailor Plymouth Pet Feb 28 Ord Feb 28
COLEMAN, JAMES HENRY, Lambeth Palace rd, Licensed Victualler's Manager High Court Pet Feb 38 Ord Feb 25
COOKE, THOMAS LIAFFE, Cardiff, Hairdresser Cardiff Pet Feb 2 Ord Feb 25
DAVIES, DAVID CYWYD, West Hartlepool, Estate Agent Sunderland Pet Feb 28 Ord Feb 28
GEE, ROBERT, Newcastle on Tyne, Plumber Newcastle on Tyne Pet Feb 23 Ord Feb 25
HODDINOTT, BENJAMIN, Cardiff Cardiff Pet Jan 19 Ord Feb 25
HOLMES, HENRY, Hucknall Torkard, Notts, Joiner Nottingham Pet Feb 3 Ord Feb 27
HYMAN, HERBERT HARRIS, Bowser st, Regent st, Licensed Victualler High Court Pet Jan 7 Ord Feb 28
JEFFREY, THOMAS WILLIAM, Erith, Kent, Shoe Maker Rochester Pet Feb 28 Ord Feb 28
JENNINGS, WILLIAM, and **GEORGE ERNEST ROFFEY**, Aston, Birmingham, Painters Birmingham Pet Feb 27 Ord Feb 27
LACEY, ALFRED, and **HENRY THOMAS DUNN**, Loughborough Tobaccoists Leicester Pet Feb 27 Ord Feb 27
LEVER, LOUIS, Newcastle on Tyne, Clothes Dealer Newcastle on Tyne Pet Feb 19 Ord Feb 25
LIPPTROT, JOHN, Lamberhead Green, Pemberton, Lanes, Provision Dealer Wigan Pet Feb 28 Ord Feb 28
PARRY, HUGH ROBERT, Duchess st, Portland pl High Court Pet Feb 28 Ord Feb 28
POSTING, WILLIAM, Mountain Ash, Coal Miner Aberdare Pet Feb 28 Ord Feb 28
PURVIS, WILLIAM, Wilms Bumpstead, Essex, Grocer Cambridge Pet Feb 28 Ord Feb 28
RATHMELL, WILLIAM, Bell Busk, Yorks, Farmer Bradford Pet Feb 28 Ord Feb 28
RODDA, W J, Balham Wandsworth Pet Feb 5 Ord Feb 27
SALMON, LESLIE WAKELEY, Leicester, Warehouseman Leicester Pet Feb 28 Ord Feb 28

SAVERY, TOM, Abersychan, Mon, Labourer Newport, Mon Pet Feb 26 Ord Feb 27
SAVILLE, HEBBERT WALLIS, Swindon, Grocer Swindon Pet Feb 25 Ord Feb 25
SHAWCROSS, CATHERINE ELIZABETH, Bury, Farmer Bolton Pet Feb 26 Ord Feb 25
SMITH, WILLIAM HENRY, Market Harborough, Leicester, General Draper Leicester Pet Feb 28 Ord Feb 23
STEVENSON, ANTHONY, Moss Side, nr Manchester, Commercial Traveller Manchester Pet Feb 28 Ord Feb 23
STREET, THOMAS, Pendleton, nr Manchester, Clothier Salford Pet Jan 27 Ord Feb 25
TAYLOR, THOMAS, Evesham, Worcs, Builder Worcester Pet Feb 28 Ord Feb 28
WHEATER, WILLIAM, New Benwell, Northumberland, Musical Instrument Dealer Newcastle on Tyne Pet Feb 24 Ord Feb 28
WILLIAMS, ISAAC, Tylorstown, Glam, Collier Pontypidd Pet Feb 25 Ord Feb 28
WILSON, JAMES, Starbeck, Yorks, Painter York Pet Feb 25 Ord Feb 25

Amended notice substituted for that published in the London Gazette of Feb 20:
COSINS, HARRY ERNEST, and **HARRY GALINSKY**, Aldgate av, Manufacturers' Agents High Court Pet Jan 15 Ord Feb 16

ADJUDICATIONS ANNULLED.

TURNER, COOPER, Sheffield, Grocer Sheffield Adjud May 7, 1902 Annual Feb 26, 1903
SAFFORD, ARTHUR HERBERT, Clapham common, Retired Civil Servant Wandsworth Adjud June 30, 1902 Annual Feb 9, 1903

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Thursday, April 2.	Thursday, Sept. 3.
Thursday, April 16.	Thursday, Sept. 17.
Thursday, May 7.	Thursday, Oct. 1.
Thursday, May 21.	Thursday, Oct. 15.
Thursday, June 4.	Thursday, Nov. 5.
Thursday, June 18.	Thursday, Nov. 19.
Thursday, July 2.	Thursday, Dec. 3.
Thursday, July 16.	Thursday, Dec. 17.
Thursday, Aug. 6.	

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Wednesday, April 1.	Wednesday, Sept. 2.
Wednesday, April 15.	Wednesday, Sept. 16.
Wednesday, May 6.	Wednesday, Oct. 7.
Wednesday, May 20.	Wednesday, Oct. 21.
Wednesday, June 3.	Wednesday, Nov. 4.
Wednesday, June 17.	Wednesday, Nov. 18.
Wednesday, July 1.	Wednesday, Dec. 2.
Wednesday, July 15.	Wednesday, Dec. 16.
Wednesday, Aug. 5.	

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